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The Florida Architect

October 1969

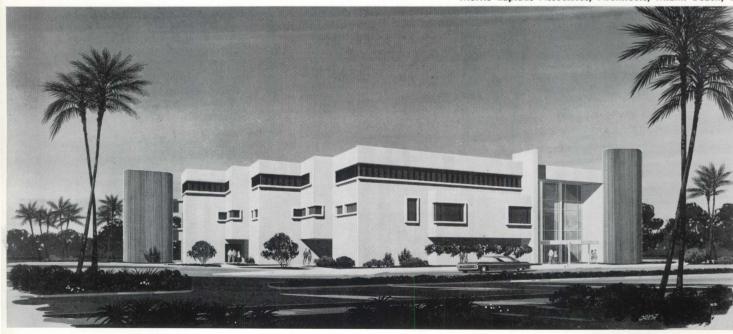






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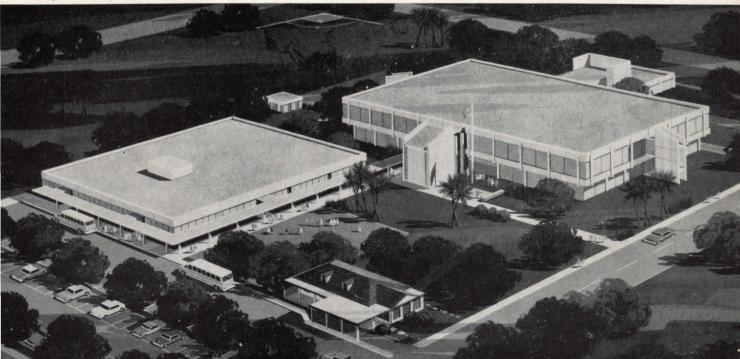
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The Florida Architect

October 1969 Volume 19 Number 10

Handbook and Directory of Architectural Building Products and Services

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Cover

Graphically portrayed is the logo for the 55th Annual Convention & Building Product Exhibits. The logo was designed by Bruce Roberts of Coconut Grove.

"How to Shape Man to Earth's Need is a theme both splendid and challenging.

"This Man-Earth complexity is intimately interrelated and even indivisible with the mind-body complexity. When both these human ecological factors are recognized by creative minds of those who are, in some measure, the controllers of Human Ecology, there is hope that technological promise can be uncoupled from technological threat.

"The FAAIA is to be congratulated for choosing such a theme; it should be of profound concern for all architects and allied professional individuals of awareness and creativity." Dr. S. P. R. Charter

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THE FLORIDA ARCHITECT Fotis N. Karousatos / Editor John W. Totty / Assistant Editor Helen Bronson / Circulation Howard Doehla / Advertising Kurt Waldmann / Photography THE FLORIDA ARCHITECT, Official Journal of the Florida Association of the American Institute of Architects, Inc., is owned and published by the Association, a Florida Corporation not for profit. It is published monthly at the Executive Office of the Association, 1000 Ponce de Leon Blvd. Coral Gables, Florida 33134. Telephone: 444-5761 (area code 305). Editorial contributions, including plans and photographs of architects' work, are welcomed but publication cannot be guaranteed. Opinions expressed by contributors are not necessarily those of the Editor or the Florida Association of the AIA. Editorial material may be freely reprinted by other official AIA publications, provided full credit is given to the author and to THE FLORIDA ARCHITECT for prior use . . . Controlled circulation postage paid at Miami, Florida. Single copies, 75 cents, subscription, members \$2.00 per year, industry and non-members \$6.50 per year. February Roster Issue, \$10.00 . . . Handbook & Directory of Architectural Building Products & Services, single copy \$5.00 . . . McMurray Printers.

Editorial

The annual October issue of "The Florida Architect" will be known as The Handbook and Directory of Architectural Building Products & Services. The new format for this particular issue of the publication was approved by the Association's Board of Directors in 1968, some 16 months ago, and since then programming has been put into effect.

The October issue can actually be considered as a two part publication: (1) the Handbook and (2) the Directory. One of the ideas underlying the Handbook was to tie it in with the Annual Convention. As a year-round reference guide, the Handbook contains material that should be of interest to architects and others in the construction industry.

Also new this year is the 1969 Directory of Architectural Building Products & Services (first edition). The FAAIA headquarters receives on the average of 4 telephone calls per week requesting a name and/or phone number of a manufacturer or his representative in Florida. These telephone calls are usually urgent requests for technical product information and the architect, engineer, or contractor/builder does not want to call or write the main office of the manufacturer since time is of the essence.

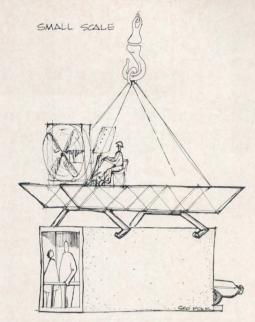
Thus, the idea was born to create a Florida Directory which would include manufacturers (located in Florida and other states), their representatives, and/or distributors located in Florida or nearby states. This Directory would then provide a daily reference guide when information regarding products and services is required by the professionals and/or contractor/builders.

The Directory has been set up to coincide with the Construction Specification Institute's (CSI) sixteen (16) Product Division, since this is the standard reference work utilized throughout the country for specification writing and filing of product literature.

Naturally, the Directory does not contain every manufacturer of architectural products. Participation in the first edition of the Directory was encouraging. However, we anticipate that the Directory will expand each year and that its value will increase proportionately. In fact, our programming for 1970 provides for the Directory to be a separate book, Part II of the October "Florida Architect" Handbook.

I urge that architects utilize the Handbook and Directory in your daily practice of architecture. The Association would also like to take this opportunity to express its deep appreciation to the manufacturers, representatives, and other participants, who enabled us to turn this idea into a reality.

Fotis N. Karousatos, Editor



"WHAT A NEAT HOTEL, YOU JUST PARK IN YOUR ROOM."

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Corporate Practice

by W. Taylor Moore

Peeples, Smith & Moore Attorneys at Law

For many years, Florida professionals, including architects, could not practice their professions through the corporate medium. There were several advantages to corporate practice, namely, limitation of liability and more favorable tax treatment. The primary objection to corporate practice was ethical.

As the tax advantages enjoyed by corporations and their shareholders increased, various means to bring themselves under these provisions were attempted by many professionals. Responding to their pressure and in light of some new thinking on the ethical problems, the Florida Legislature, in 1961, passed the Professional Service Corporation Act. This Act permitted architects, doctors, lawyers and other professionals to practice in the corporate form in a limited way. The Professional Association, however, was shortlived as a way of life for most professionals. The Internal Revenue Service immediately began to attack the associations on the ground that they did not have all the requisites of a corporation as required by the tax laws. Consequently, most lawyers and tax consultants refused to recommend the use of the Professional Service Corporation Act.

At a joint meeting of the Board of Directors of the FAAIA and the State Board of Architecture in August of 1968, the problem of corporate practice was discussed. As a resutl of that meeting and others, a bill was presented to the 1969 Florida Legislature which would add corporate practice provisions to Chapter 467, the statutes governing the practice of architecture. This bill was passed by the Legislature and became effective July 1, 1969. After it is implemented by rules and forms by the State Board, an additional vehicle of corporate practice will be available to Florida architects.

WHAT THE NEW STATUTE DOES

The new statute permits an architect to practice and offer to practice architecture through the medium of a corporation. The word through must be emphasized. The individual architect is still the one practicing architecture and he must be registered and must sign and seal all documents. Other requirements are: (1) One or more principal officers of the corporation must be a registered architect and all personnel who act in its behelf as architects must be registered. (2) Control of the corporation must be in the hands of registered architects, registered professional engineers or registered landscape architects. (3) Application must be made to the State Board prior to incorporation, along with payment of a fee.

If all the requirements are met, the Board will issue a certificate of authorization to the corporation. The Board also has the power to issue regulations pertaining to names, and, of course, revocation of certificates of authorization.

The most striking part of the act is found in subsection (1). This says:

"The fact that individual registered architects practice architecture through a corporation in this section shall not relieve such architects from personal liability for their professional acts, and each such corporation and such stockholders who are architects, or partnership shall be jointly or severally liable for the professional acts of agents, employees, officers or partners."

This provision, of course, means that the architectural corporation is very different from the normal corporation where there is no personal liability. It is also somewhat different from the professional service corporation. Note that in the provision above, each architect and each stockholder who is also an architect, is personally, jointly and severally liable for professional negligence of the corporation's agents, employees and officers. Under the Professional Service Corporation Act, the individual architect would only be personally liable for his own professional negligence or that of those employees under his direct supervision and control. Of course, the corporate assets would be liable in either case. There are other differences between the two acts which the following table indicates:

1. All stockholders

PSC1 CORP2

registered Yes No 2. All officers registered Yes No

3. Personal liability
4. Engage in other business
No Yes

The professional service corporation may make passive investments in real estate, mortgages, stocks and bonds, etc., but not in other operating businesses.

THE TAX STATUS

Although the government has attacked the corporate status of professional associations, many taxpavers have fought back. Consequently, the issue has been brought before the courts and, fortunately for the taxpayers, the government has lost in every case. Federal Courts in at least half a dozen states, including Florida, have decided cases against the government. Due to this fact, and to the fact that there is a bill pending in Congress to call off the government, most tax experts are now recommending the use of the professional service corporations in the appropriate circumstances.

The use of the corporate form of practice, whether association or regular corporation, has many tax advantages. The two primary ones are the splitting of income between two taxpayers, i.e. the corporation and the salaried architect, and the more liberal pension and profit-sharing plans available to corporations. For the practitioner making in excess of \$20,000 a year, there can be substantial benefits.

Practitioners should consult their lawyers and tax advisers as to which, if any, of the alternatives now available would be best suited for his or their particular situation. The least that can be said about the current status of the law is that there are two more alternatives which offer hope to the professional to retain for himself a greater share of the fruits of his labor.

1. Professional Service Corporation Act, Chapter 621, Florida Statutes (1967).

2. Section 467.19, Florida Statutes, (Senate Bill 610, effective 7/1/69).

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Rules and Regulations for Corporate Practice

RULE 9 CHAPTER 40-9

APPLICATION BY A CORPORATION OR BY A PARTNERSHIP FOR CERTIFICATE OF AUTHORIZATION

40-9.01 Initial Application. — A corporation desiring to practice or offer to practice architecture in its corporate name under Section 467.19 FS applies to the Board for a Certificate of Authorization upon a form furnished by the Board. The application shall disclose that one or more of the principal officers and one or more of the directors and one or more of the owners of such corporation and all personnel of such corporation who act in its behalf as architects in this state are registered architects and that the control of such corporation shall be in registered architects, registered professional engineers, or registered land-scape architects.

40-9.02 Processing Applications.—A corporation seeking a Certificate of Authorization first shall file with the Board a request for the Board's approval of its Articles of Incorporation or amendments thereto to be filed with the Secretary of State as required by Section 467.19 (6) Florida Statutes. The fee fixed by the Board for its approval of Articles of Incorporation shall be forwarded at that time. Thereafter the fee fixed by the Board for the Certificate of Authorization shall be paid when application therefor is made. The approval of the Articles of Incorporation or the Certificate of Authorization may be considered by the Board at any meeting. If authorization is approved a Certificate will be issued by the Board for the period to and including January 31 next. Each Certificate shall be issued as of the date it is approved by the Board.

40-9.03 Application by Corporation. — The application by a Corporation for Authorization shall be signed by a person who is the President and a person who is the Secretary and each signature shall be acknowledged before a Notary Public. Each application shall be accompanied by a copy of the Articles of Incorporation certified by the Secretary of State. The Board may require evidence the corporation is legally qualified under the Florida Statutes.

The corporation shall file the name and addresses of all officers and board members of the corporation including the principal officer or officers duly registered to practice architecture in Florida who shall be in responsible charge of the practice of architecture by the corporation in Florida.

A Corporation shall at all times plainly and predominately set forth its Certificate of Authorization and shall indicate the name of the architect acting for the corporation with respect to any project.

40-9.04 As to Partnerships.—An application for Authorization shall be signed by a partner who is registered to practice architecture in the State of Florida. This signature shall be acknowledged before a Notary Public.

40-9.05 Fees. — A corporation seeking approval of its Articles of Incorporation before filing them with the Secretary of State, when submitting these to the Board shall pay a fee of \$50.00; and thereafter, if its Articles of Incorporation are granted, it shall pay an additional sum of \$25.00 as the fee for its Certificate of Authorization, the total amounting to \$75.00.

A partnership shall pay a fee when its application is filed of \$75.00 for its Certificate of Authorization.

Thereafter, annually the renewal fee shall be \$25.00. Late renewal shall be an additional \$10.00.

40-9.06 Revocation or Suspension of Certificate of Authorization.—Revocation or suspension of a Certificate of Authorization held by a corporation or held by a partnership shall be subject to the requirements of Rule 40-5 of the Board, and in accordance with Sections 467.19 (4) and 467.14 of the Florida Statutes.

40-9.07 Authorization Required. — No partnership or corporation shall engage in the practice of or offer to practice achitecture or use in connection with its name or otherwise assume, use or advertise any title or description conveying the impression that it is engaged in the practice unless the partnership or corporation has complied with the Florida Statutes and the rules of the Board and has obtained a Certificate of Authorization.

40-9.08 Corporation Control of Architecture.—The control of such corporation which seeks and obtains a Certificate of Authorization shall mean the coordination of architectural direction and production by the corporation and this control shall be exercised only through registered architects who are officers or directors of the corporation. In the event a change in any of these persons occur during the period for which the Certificate of Authorization is granted, such changes shall be reported to the Board within 30 days after the effective date of such change.

40-9.09 Execution of Contracts.—Each contract made by a corporation shall be signed by the corporation and by an individual duly registered as an architect. Payments due thereunder may be paid directly to the corporation for all architectural services performed for the corporation by an architect.

40-9.10 Approved Corporate Name. — A corporation which seeks a Certificate of Authorization shall include in its corporate name the last name of a living registered architect.

The examples below approved:

John Doe Architect, Inc.

John Doe & Associates, Architects, Inc.

John Doe & Associates, Architects

& Engineers, Inc., (Doe is the Architect)

Doe and Roe, Architects & Engineers, Inc. (Doe is the Architect)

General Authority, 467.19 (1969); Law Implemented, 467.08, 467.10, 467.19

(Editor's Note: This new FSBA Rule & Regulation was adopted by the FSBA Board at a meeting held on September 13, 1969 and since forwarded to the Secretary of State for certification after a 45 day distribution period.)

fire-fighting Super WOOd Architect: Max Kaufman, A.I.A., Phoenix, Arizon.



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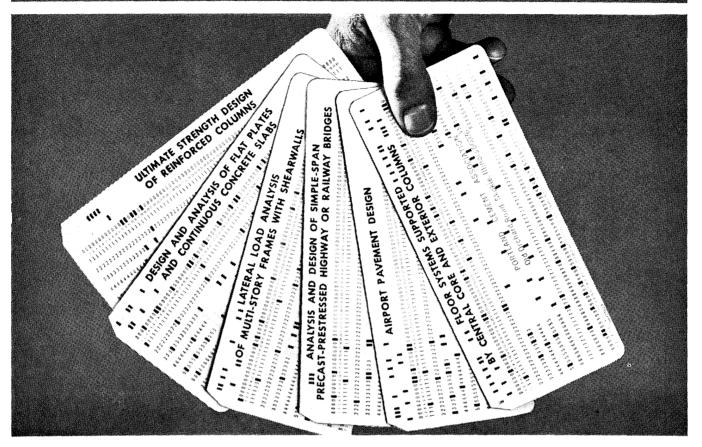
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Indoors

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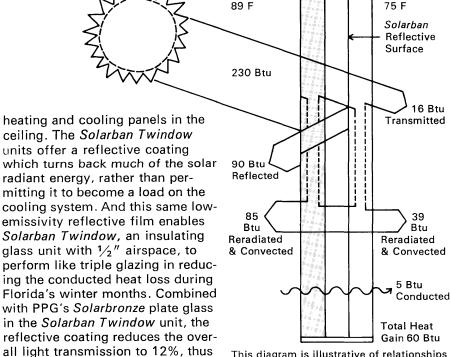
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Outdoors

This diagram is illustrative of relationships for a given specialized set of conditions.





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BYLAWS

THE FLORIDA ASSOCIATION OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC.

As adopted by the Membership at the 1967 Convention.

ARTICLE 1. THE ORGANIZATION

Section 1. Name.

- ASSOCIATION OF ARCHITECTS OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC., a non-profit incorporated, State organization chartered by The American Institute of Architects and the State of Florida; however, excepting for reports to governments, property transfer and transactions requiring legally correct identification, the name for common use shall be contracted to: Florida Association of The American Institute of Architects.
- **b**. In these bylaws the corporation is called the Association, the American Institute of Architects, The Institute, and the Articles of Reincorporation, the Charter.

Section 2. Purposes.

- a. The purpose of the Association shall be to organize and unite in fellowship the architects of the State of Florida to combine their efforts so as to promote the aesthetic, scientific and practical efficiency of the profession; to advance the science and art of planning and building by advancing the standard of architectural education, training and practice; to coordinate the building industry and the profession of architecture to insure the advancement of the living standards of our people through their improved environment; and to make the profession of ever-increasing service to society.
- b. The Association shall function as the statewide representative of and unifying body for the various Chapters and Sections of Chapters of The American Institute of Architects chartered within the State of Florida on matters of statewide and regional interest affecting the interests of such Chapters and Sections of Chapters.
- own property of all kinds, movable or immovable, and engage in other activities which may be incidental to any of the above purposes.
- **d.** The Association may act as trustee for scholarships, endowments or trusts of philanthropic nature.
- e. This enumeration of purposes shall not be construed as limiting or restricting in any manner the powers of this Association but the Association shall have all of the powers and authority which may be conferred upon non-profit corporations under the provisions of the laws of the State of Florida.

Section 3. Composition.

a. The Association shall consist of all members of The Institute in its component chapter organizations in the State of Florida.

- **b.** The domain of the Association is the State of Florida.
- c. The domain of the Region shall be as designated by the Institute.
- d. The membership is organized into members, Board of Directors, (herein called the Board), officers and committees with dues, privileges and classifications of membership; functions and responsibilities of the Board and committees; and the qualifications and duties of officers, all as set forth hereinafter.

ARTICLE II. MEMBERSHIP

Section 1.

- a. All Corporate Members and Members Emeritus of all Chapters or Sections of Chapters of the American Institute of Architects within the State of Florida shall automatically be Members of the Association.
- **b.** All Professional Associates and Associates of all Chapters or Sections of Chapters of the American Institute of Architects within the State of Florida shall automatically be Professional Associates and Associates of the Association.

Section 2. Student Associate

- a. A student in an architectural school or college in the State of Florida who is a Student Associate of The Institute is a Student Associate of the Association.
- b. The Association or any Chapter may establish and sponsor student chapters in schools of architecture in Florida under conditions established by The Institute. When sponsorship is by a Chapter, the Student Chapter is related to the Association through the sponsoring Chapter. When the Association sponsors a Student Chapter, the relationship will be directly with the Board which will supervise the preparation of its constitution and bylaws and obtain approval of them from The Institute.

Section 3. Member Emeritus.

A member, who qualifies for status as Member Emeritus of The Institute, shall be a Member Emeritus of the Association and shall be exempted from payment of dues, but his rights and privileges, benefits and obligations of full membership shall remain unabridged.

Section 4. Honorary Associate.

a. A person of esteemed character who is not eligible for corporate membership in The Institute, but who has rendered a distinguished service to the profession of architecture or to the arts and sciences allied therewith may become an Honorary Associate.

- b. The nomination for Honorary Associateship may be made in writing by any member of the Board at any regular Board meeting. The written nomination shall be signed by the nominator and shall give the full name of the nominee, reasons for the nomination, the biography of the nominee, a history of his attainments and his qualifications for the honor. When he is elected by two-thirds vote of the Board membership, the Secretary shall ascertain if the nominee desires to accept the honor. If he accepts, he shall be presented with a certificate of membership at the next annual meeting of the Association.
- c. An Honorary Associate shall be privileged to attend the annual conventions of the Association and speak and take part in the discussions thereat on all matters except those relating to the corporate affairs of the Association, but he may not vote thereat nor shall he pay dues.

Section 5. Other Membership.

Other types of membership may be created as the need arises and when permitted by The Institute.

Section 6. Status of Members.

- a. The status of a member admitted prior to an amendment of the bylaws relating to the eligibility or qualifications for membership shall not be changed because of the amendment.
- **b.** The grant to and the exercise and use by a member of the rights and privileges vested in him by the Charter and bylaws shall be conditioned upon his professional conduct and the payment of dues to his Chapter, the Association, and The Institute.
- c. The secretaries of the Florida Chapters of The Institute at the beginning of the fiscal year and mid-year shall file with the Secretary of the Association lists of their Chapter members in good standing by name and classification and shall inform the Secretary of the Association at all times of any additions or changes to the lists filed. The Secretary of the Association shall issue cards indicating membership in the Association to those members who become in good standing.

Section 7. Termination of Membership.

- **a.** A corporate membership shall be terminated by the death of a member, by his resignation, or by his conviction of a felony, or by his default under the conditions prescribed in these bylaws, and it may be terminated by action of the AIA Board after it finds him guilty of unprofessional conduct.
- **b.** None of the above Members, Professional Associates or Associates may resign from the Association, nor may they resign from the American Institute of Architects or one of its Chapters or Sections of Chapters and remain a member of the Association.
- c. A Professional Associate or Associate may be suspended or expelled by the Chapter of The American Institute of Architects of which he is a member and shall automatically be suspended or expelled by the Association.

Section 8. Privileges of Members.

a. A Corporate Member in good standing may excreise all the rights and privileges granted him under these bylaws.

- **b.** A Professional Associate and Associate in good standing may:
- (1) Serve as a member of any committee of the Association that does not perform any duty of the Executive Committee or that is not concerned with disciplinary matters or Institute business or affairs. In addition, the Professional Associate may serve as chairman of such committees:
- (2) Speak and make motions at any meeting of the Association and vote thereat on any matter that does not concern the affairs of business of the Institute, or the nomination of a delegate to an Institute meeting;
- (3) Not hold office or a directorship of the Association.

ARTICLE III. MEETINGS OF THE ASSOCIATION

Section 1. Annual.

- **a.** There shall be an annual Meeting, herein referred to as the Convention, which shall be the annual meeting of the Association and the Florida Region of the Institute.
- **b.** Time and place of the annual Convention shall be fixed by the Board if not fixed by the preceding Convention.
- c. All members in good standing may discuss the business and debate the issues brought before the Convention. The voting necessary to enact the business before the Convention shall be done by the Chapter Delegates, and the President of the Association in case of a tie vote. The Officers of the Association shall conduct the business of the Convention.
- **d.** Delegates to the Convention shall be selected by each Chapter.
- (1) The number of delegate votes entitled to each Chapter shall be based on its number of Corporate Members in good standing with Chapter, Association and Institute and whose dues have been paid in full to the Association thirty days prior to the Annual Convention, as certified by the Secretary of the Association.
- (2) Each Chapter shall have two delegate votes for the first six and one additional delegate vote for each additional seven (or fraction thereof) such certified Corporate Members.
- (3) At the discretion of each chapter, its delegation may consist of a single delegate, or as many as four delegates for each certified delegate-vote.
- (4) Chapters shall be furnished with credential cards by the Secretary of the Association and these shall be certified by the President or Secretary of the Chapter that each delegate is in good standing with his Chapter, the Association and The Institute.
- (5) The Board, at a meeting held prior to the meeting of the Association, shall elect three Corporate Members having the qualifications of delegates to act as the Credentials Committee of the meeting. The Secretary, exofficio, shall act as secretary of the credentials committee, and the committee shall elect one of its members as its chairman. The term of office of every member of the credentials committee shall expire when the report of the committee has been accepted by the meeting.
- e. An Annual Report shall be made in writing to the Convention by each of the following: President, Secretary, Treasurer, Director-at-Large, and Board. The report

of the Board shall include such committee reports and special reports as the Board deems advisable.

- f. Approval by the Convention of the Annual Reports and the recommendations contained therein shall constitute Convention endorsement of the policies and proposals reflected by the reports.
- **g.** New Officers for the ensuing year shall be elected to succeed those whose terms are about to expire.
- (1) Nominations shall be made during the first business session of the Convention.
- (2) The nominating committee shall report its nominations to the Convention following which nominations may be made from the floor. If the Nominating Committee finds the member nominated from the floor eligible to hold office and his nomination is seconded by two accredited delegates from different Chapters, then he is nominated for office.
- (3) In the event no contest develops, the election may be declared by acclamation.
- (4) For contested elections, voting shall be by ballots made available to each delegation. A ballot box shall be open for voting for not less than four hours after nominations have been closed.
- (5) The President shall announce the results of all balloting at the last business session of the Convention and declare all elections.

Section 2. Special.

- **a.** A special meeting of the Association shall be held if a call therefor, stating its purpose, is made by any of the following:
 - (1) The Convention, by concurring majority vote.
- (2) The Board, by concurring vote of two-thirds of the Board.
- (3) Not less than one-half of the Chapters, provided each such Chapter has obtained the concurring vote of not less than two-thirds of the membership of its governing body.
- (4) Written petition to the Board signed by not less than twenty-five per cent of the total number of members in good standing of the Association.
- **b.** Chapter representation shall be by delegate, under the same rules governing the conduct of the Convention.
- **c.** The number of delegates for each Chapter shall be the same as for the last preceding Convention.
- **d.** A new Chapter chartered subsequent to the last previous Convention shall be entitled to delegate votes in accordance with the Secretary's count of such Chapter's Corporate Members in good standing fifteen days prior to the special meeting.

Section 3. Notice.

Notice of the Convention or Special Meeting of the Association shall be served on each member and Chapter of the Association by letter or in an official publication of the Association. Notice of the Convention shall be served not less than thirty days before the opening session, and in case of Special Meetings, not less than fifteen days before such meetings.

Section 4. Rules of Order.

All meetings shall be conducted in accordance with Robert's Rules of Order.

Section 5. Voting.

- **a.** Voting may be by affirmation, unless a vote by roll call is requested by a qualified delegate, at which time a roll call vote of the delegations shall be taken.
- **b.** The Chairman or acting Chairman of each delegation shall cast the votes for his Chapter's delegation, but Chapters shall not be required to vote as a unit.
 - c. No Chapter may vote by proxy.
- **d.** An officer of the Association shall be entitled to vote only as a member of his Chapter delegation except that the President shall have an independent vote in the event of a tie.
- e. Minimum number of votes required for action. Unless these bylaws otherwise require, any action or decision of an Annual Convention or other meeting of the Association shall be by the concurring vote of a majority of the delegates voting, except that on a roll call vote any action or decision shall be by the concurring vote of a majority of those accredited votes which are cast.
- **f.** A quorum for a meeting of the Association shall consist of no less than 25 Corporate Members, and at which meeting there is present at least one Corporate Member from a majority of the Chapters in the State.

Section 6. Letter Ballots.

No vote shall be taken by letter ballot.

Section 7.

Delegates to American Institute of Architects Convention

The Delegate representing the Association at the Annual Convention of the American Institute of Architects shall be the President of the Association. Should the President be unable to attend, the delegate representing the association would be, in order of descending priority, the President designate, the Secretary, the Treasurer, or a Director elected by the Board.

Section 8. Suspension of Bylaws.

These bylaws may be suspended at any meeting for the transaction of any special business by a two-thirds roll call vote of the delegates present. When the special business has been consummated, the bylaws shall be immediately in force again.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Membership.

- a. There shall be a Board of Directors, in these bylaws referred to as the Board. The Board shall consist of:
 - (1) The Officers of the Association;
- (2) One or more directors from each Florida Chapter as hereinafter provided.
- (3) A Director-at-Large, who shall be the Director of the Florida Region of The American Institute of Architects; and
- (4) The immediate past president, who shall be a member of the Board the year following his term as president.
- **b.** The Directors, one or more from each Chapter, shall be elected by each Chapter at its Annual Meeting.
- (1) An Alternate Director, one for each Director, shall be elected by each Chapter at its annual meeting to function for the Director when the Director cannot attend Board meetings or serve as a Director.
- (2) The number of Directors from each Chapter shall be based on The Institute membership in the various

Chapters as determined by the current membership roster of The Institute as follows:

No. of Members in Chapter No. of Directors 1 to 59 2

1 to 59 60 or more

3

- (3) At least one director and his alternate director shall be members of the Chapter Executive Committee.
- c. The Florida Student Associates of Chapters of The American Institute of Architects shall be represented on the Board by Student Representatives who shall maintain liaison between the Association and their Student Chapter.

Section 2. Vacancies.

Vacancy of a Director on the Board shall be filled as set forth in the Charter.

Section 3. Authority.

- and administer the property, affairs and business of the Association, and between annual Conventions, within the appropriations made therefor, put into effect all general policies, directives and instructions adopted by the Association at a meeting of the Association.
- **b.** The Board shall issue and mail such bulletins and publications to its members and to others as determined by the Board.
- c. The Board shall establish and adopt rules and regulations supplementing, but not in conflict with the Charter and these By-laws, to govern the use of the property, name, initials, symbol and insignia of the Association and to govern the affairs and business of the Association.
- d. Each Director, and Alternate Director in the absence of the Director, shall convey to the Board the actions and requests of the Chapter he represents.

Section 4. Meetings.

- a. Regular Meetings: The Board shall hold at least four regular meetings each year.
- (1) Time and place of the meetings shall be fixed by the Board.
- (2) One regular meeting shall be held immediately preceding the opening of the annual Convention and another meeting within thirty days after the beginning of the new fiscal year.
- (3) Ten members of the Board shall constitute a quorum and all decisions shall be made by concurring vote of not less than a majority of those members present.
- (4) Upon the request of the Director-at-Large the Board shall convene as the Regional Council.
- **b.** Special Meetings: A special meeting of the Board may be called by the President, or by a written notice by a majority of the Officers or by six members of the Board.
- (1) Time and place for the special meeting shall be fixed by the person or persons calling the meeting.
 - c. Notices and Minutes:
- (1) Notice of each meeting of the Board shall be sent in writing by the Secretary to each member of the Board at least five days before the date fixed for the meeting.
- (2) Minutes of the meetings of the Board shall be recorded by the Secretary and approved by the Board in its succeeding meeting.

Section 5. Rules of Order.

All meetings shall be conducted in accordance with Robert's Rules of Order.

ARTICLE V. OFFICERS OF THE ASSOCIATION Section 1. Election.

- **a.** The Officers of the Association shall be members of the Board and elected by a majority vote of accredited delegates present and voting at the annual meeting.
- **b.** The officers of the Association and Board shall consist of a President, President Designate (Vice President), Secretary, and Treasurer. The officers shall be Corporate Members and shall be elected by the Membership of the Association at the Annual Meeting, as designated herein.
- c. The President shall not be elected directly, but shall assume office by automatic succession from the Office of President Designate (Vice President), except the President shall be elected when the President Designate (Vice President) is unable or unwilling to assume the Office of President.
- **d.** The Secretary and Treasurer shall be eligible for re-election.
- **e.** All terms of office shall begin with the post-convention Board of Directors meeting.
- **f.** Any or all officers shall hold office until their successors have been elected and qualified. If a vacancy occurs in any office of the Association, other than the expiration of the term of office, such vacancy shall be filled as set forth in the Charter.
- **g.** Only such members who have been officers or who have served on the Board for at least one year are eligible for nomination for President Designate (Vice President).

Section 2. President.

- the Association and shall exercise general supervision of its business and affairs, except such thereof as are placed under the administration and supervision of the Secretary and of the Treasurer, respectively, and he shall perform all the duties incidental to his office and those that are required to be performed by him by law, the Charter, these bylaws, and those that are properly delegated to him by the Board.
- **b.** The President shall preside at all meetings of the Association and the Board and shall be Chairman of the Executive Committee.
 - c. The President shall serve a term of one year.

Section 3.

The President Designate (Vice President).

- possess all the powers and shall perform all the duties of the President in the event of the absence of the President or of his disability, refusal, or failure to act.
- **b.** The President Designate (Vice President) shall perform other duties that are properly assigned by the Board
- c. The President Designate (Vice President) shall be Chairman of the Council of Commissioners.
- d. The President Designate (Vice President) shall serve a term of one year.

Section 4. The Secretary.

a. General Duties of the Secretary. The Secretary shall be an administrative officer of the Association and

shall act as its recording secretary and its corresponding secretary and as the secretary of each meeting of the Association, the Board and the Executive Committee. He shall perform the duties usual and incidental to his office and the duties that are required to be performed by the law, the Charter, these bylaws and the duties properly assigned to him by the Board.

- b. Specific Duties of the Secretary.
- (1) Custody of Property. The Secretary shall have custody of and shall safeguard and shall keep in order all property of the Association, except that property with which the Treasurer is charged.
- (2) Issue Notices. He shall be responsible for the preparation and issuance of all notices and all calls and notices of all meetings of the Association, the Board and the Executive Committee.
- (3) Conduct Correspondence and Maintain Records. He shall conduct the correspondence, keep the membership roll and corporate records, minutes, annual reports.
- (4) Affix Seal and Sign Papers. He shall keep the seal of the Association and affix it on such instruments as require it and sign all papers that require the attest or approval of the Association.
- (5) Prepare the Board's Annual Report. In collaboration with the Officers of the Association, he shall prepare the annual report of the Board.
- (6) Meetings. He shall have charge of all matters pertaining to the arrangements for and recording of meetings.
- (7) The Secretary shall obtain from all Chapters of The American Institute of Architects in the State of Florida by February of each year the names, classifications and addresses of all the Chapter Corporate, Professional Associates, Associates, and Emeritus Members in good standing on the first day of January of that year.
- c. Delegation of Duties. Delegation of the actual performance of his duties is the prerogative of the Secretary, however, he shall not delegate his responsibility for the property of the Association, or affixing the seal of the Association, or the making of any attestation or certification required to be given by him, or the signing of any document requiring his signature.
 - d. The Secretary shall serve a term of one year.

Section 5. The Treasurer.

- a. General Duties of the Treasurer. The Treasurer shall be an administrative officer of the Association and shall exercise general supervision of its financial affairs, keeping the records and books of account thereof. He shall assist the Finance and Budget Committee to prepare the budget, collect amounts due the Association and shall have the custody of its securities, funds and moneys making the disbursements for the Association therefrom. He shall have charge of all matters relating to insurance, taxes, bonds, instruments and papers involving financial transactions. He shall conduct the correspondence relating to his office. He shall sign all instruments of the Association whereon his signature is required, and perform all duties required to be performed by him by law, these bylaws, and the duties that are properly assigned to him by the Board.
- **b.** Reports of the Treasurer. The Treasurer shall make a written report to the Board at its regular meetings

and to the delegates at each annual meeting and other meetings of the Association if required. Each report shall describe the financial condition of the Association, a comparison of the budget to appropriations as of the date of the report, the income and expenditures for the period of the report, and the Treasurer's recommendations on financial matters.

- c. Liability of the Treasurer. The Treasurer, personally, shall not be liable for any decrease of the capital, surplus, income, balance or reserve of any fund or account resulting from any of his acts performed in good faith in conducting the usual business of his office. When a new treasurer takes office, the retiring treasurer shall turn over to his successor a copy of the closing audit of the treasury and all the records and books of account and all moneys, securities, and other valuable items and papers belonging to the Association that are in his custody and possession. The incoming treasurer shall check the same and, if found correct, shall give the retiring treasurer his receipt therefor and a complete release of the retiring treasurer from any liability thereafter with respect thereto.
- d. Delegation of Duties. The Treasurer may not authorize any person to sign any financial instrument, notice or agreement of the Association that requires the signature of the Treasurer, unless such delegation or authorization is expressly permitted by these bylaws or the Board, but he may delegate to assistants the actual performance of the clerical, bookkeeping, statistical, collecting, and recording work of his office and may authorize designated assistants to sign, under their respective titles, records, vouchers, receipts and other documents if such is not prohibited by the bylaws.
 - e. The Treasurer shall serve a term of one year.

ARTICLE VI.

EXECUTIVE COMMITTEE OF THE BOARD

Section 1. Composition.

There shall be an Executive Committee of the Board composed of the President, the President Designate (Vice President), the Secretary, the Treasurer, the Director of the Florida Region and the immediate Past President who shall serve on the Executive Committee the year following his term as President.

Section 2. Powers Delegated to the Committee.

The Executive Committee shall have full authority, right and power to act for the Board during periods between Board meetings on all matters except that it shall not:

- (1) adopt a general budget;
- (2) change the policies, rules of the Board or the bylaws;
 - (3) make an award of honor;
- (4) purchase, sell, lease, or hypothecate any real property;
 - (5) form an affiliation;
- (6) fix assessments and annual dues; however, it shall be allowed to act for the Board on any of the foregoing excepted matters which have been delegated specifically to it by two-thirds vote of the Board.

Section 3. Decisions of the Committee.

a. The President, who shall be the chairman of the

Executive Committee, shall fix the time and place for the meetings of the Executive Committee.

- **b.** A quorum of two-thirds of its members shall be necessary in order to transact business at a meeting.
- c. The Executive Committee must actually meet in order to transact business, otherwise the acts and decisions of the Executive Committee are not binding on the Board or the Association.
- **d.** The actions of the Executive Committee shall be recorded in minutes and ratified by the Board at its meeting following such action.

Section 4. Rules of Order.

All meetings shall be conducted in accordance with Robert's Rules of Order.

ARTICLE VII. ADMINISTRATIVE AND EXECUTIVE DEPARTMENT

Section 1. Executive Officer.

- **a.** The administrative and executive offices shall be in the charge of an executive officer, who shall be known as the Executive Director. The Executive Director shall be employed by and shall report to the Board.
- **b.** The Executive Director shall be the Assistant Treasurer and shall perform such duties in this capacity as the Treasurer may direct and under his direct supervision.

Section 2. Duties of Executive Director.

- a. The Executive Director shall be and act as the chief executive officer of the Association, and as such shall have general management of the administration of its affairs, subject to the general direction and control of the Board and the supervision of the administrative officers of the Association.
- **b.** He shall stimulate programs under the various departments and coordinate all inter-departmental affairs.
- c. He shall be the officer in whom the Board shall place the responsibility for carrying out its general policies.
- d. He shall maintain contacts with other professional societies particularly those in the fields allied to architecture and with trade associations in the construction industry so that he may be constantly informed as to the activities in those fields, extending the cooperation of the Association as circumstances may warrant.

Section 3. Functions of Executive Director.

- a. Administrative Functions. He shall direct the administrative functions of the Association office as provided in Article VII of the bylaws. He shall serve as Chief Executive Officer of The Association in charge of the administrative and executive offices, and shall maintain liaison with professional societies. The Executive Director will limit his employment to the Association.
- **b.** Editorial Functions. He shall be responsible for the publications of the Association, including the official journal, carrying out Board directives as formulated by the Publications Committee and the Board.
- c. Legislative Functions. He shall establish continuing and effective relationships with the Florida Legislature, carrying out Board directives as formulated by the Legislative Committee and the Board. He shall serve as Legislative Representative for the Association on a continuing basis, with such specialized legal assistance as may be necessary from time to time.

- **d.** Legal and Accounting Function. He shall coordinate legal and accounting functions of the Association as required, acting to carry out directives of the Board.
- e. Liaison Functions with State Board. He shall establish and maintain effective liaison with the Florida State Board of Architecture subject to the direction and control of the Board and supervision of the officers of the Association.

Section 4. Assistants to the Executive Director.

Upon the recommendation of the Executive Director, the Board may employ assistants to the Executive Director to perform such duties as may be assigned to them by the Board and by the Executive Director, including the details of the administrative work of the Association.

Section 5. Council of Past Presidents

- a. There shall be a Council of Past Presidents consisting of all past presidents of the Association.
- **b.** The Council of Past Presidents shall meet when called by the President.
- President and shall give advice and counsel to the President and shall perform such peculiar duties related to the Association or the Profession best done by a prestigious group as the President requests and the Council agrees to perform.

ARTICLE VIII. COMMISSIONS

Section 1.

The Association shall establish commissions to act as supervisory and liaison agents for the Board and the Association.

Section 2.

Each commission shall consist of a Commissioner elected by the Board at the post-convention Board meeting and at least one member who shall be the Vice-Commissioner appointed by the President with the concurrence of the Board at its first regular meeting. At least one member of each commission shall be a member of the Board.

Section 3.

The term of office of the members of a commission shall be one year and that term shall coincide with the term of the President.

Section 4.

The number and type of commissions shall be similar in title and functions to those of the national commissions of The Institute which presently include the Commission on the Professional Society, the Commission on Education and Research, the Commission on Professional Practice, the Commission on Architectural Design and the Commission on Public Affairs.

Section 5.

- a. The Commission on the Professional Society shall have jurisdiction over committees whose functions relate to the administration of Association affairs or business.
- b. The Commission on Education and Research shall have jurisdiction over committees and its functions relating to architectural education, pre-registration training, the registration or licensing of architects, continuing adult education of the practitioner and research as a source of knowledge to be integrated with educational constituents.

- c. The Commission on Professional Practice shall have jurisdiction over committees whose functions relate to the practice of architecture.
- d. The Commission on Architectural Design shall have jurisdiction over committees whose functions relate to architectural design.
- **e.** The Commission on Public Affairs shall have jurisdiction over committees whose functions relate to public affairs or governmental relations.
- **f.** A list of Commission Committee jurisdiction shall be published in the Rules of the Board or in a supplementary publication thereof.

ARTICLE IX. COMMITTEES

Section 1. Structure.

- a. The Association Committees shall consist of Regional Committees, of Special Committees required for specific short term activities of the Association, and Standing Committees, established by these bylaws, of two types:
- (1) FAAIA Standing Committees which serve the special needs of the Association and cooperate with similar committees of the Chapters or Sections of Chapters of The Institute located in the State of Florida.
- (2) Standing Committees which are equivalent to those Chapter and Institute committees with similar titles and duties.
- b. Regional Judiciary Committee. The Regional Judiciary Commitee shall conduct initial hearings on charges of unprofessional conduct against a Corporate Member of the Association which have been referred to it by The Institute and which hearings shall be conducted according to the bylaws and Rules of the Board of The Institute.

The Regional Judiciary Committee shall be composed of three Corporate Members, elected to serve staggered three year terms, and an Alternate, elected to serve a one year term. Members and Alternate shall be members in good standing in The Institute, shall be from different chapters in the Region, and shall not be the Regional Director nor Officers of the Chapters, The Association or The Institute.

- c. Special Committees may be created by the President or by the Board. When created by the President, the Board, at its next meeting thereafter, shall review such action and may continue or discontinue such Committees, or make changes in personnel as it may deem proper.
- (1) Special Committees shall expire with the fiscal year, but may be recreated to continue to function into the following fiscal year.
- (2) Chairman and members for special committees shall be appointed from the membership and their terms shall expire with the committee.
- d. FAAIA Standing Committees shall be a Nominating Committee, Committee on Finance and Budget, Committee on Governmental Relations, Committee for Publications, Committee for Conventions, Committee for Joint Cooperative Council.
- (1) The membership of these committees shall be selected by the President from the membership according to the bylaws and policies established by the Board.
- e. The President Designate (Vice President's) recommendations for committee Chairman for the following

fiscal year shall be presented to the Board at its regular meeting immediately prior to the Convention of the Association for Board approval and advice. The committee chairman for the subsequent fiscal year shall be announced at a business session of the preceding Convention.

- f. The President may, at any time, discontinue special committees, alter classification, or make any changes in the personnel of Special and FAAIA Standing Committees and report such action to the Board at its next meeting.
- **g.** Other Standing Committees shall be the chairmen of the Chapter Committees performing the same functions of the Association Committee at the Chapter level.

Section 2. Nominating Committee.

- duty shall be to nominate members in good standing with The Institute, the Chapter and the Association, qualified to become Officers in the Association for each of the offices about to be vacated.
- **b.** The Board, at least sixty days before the Convention of the Association, shall elect the committee composed of a chairman and four members from separate geographical areas of the Region. Chairman and members shall be Corporate Members.
- c. The Committee shall apprise the membership of their nominations prior to the convening of the Convention and shall report their nominations to the Covention at the first business session.
- **d.** The powers of the Committee shall terminate with the adjournment of the Convention.

Section 3. Committee on Finance and Budget.

- a. There shall be a Committee on Finance and Budget whose duty shall be to prepare the annual budget for the Board and to recommend fiscal policies for adoption by the Association.
- b. The Committee shall consist of five members who are serving or have served as a Director or who have held office in the Association, appointed by the President with the Board approval, to serve for the initial year terms as follows: 2 members for one year; 2 members for two years; 1 member for three years. As their terms expire appointments shall be made for three year terms. The President annually shall designate one of the senior members to act as chairman.
- c. The annual budget for the fiscal year following the annual meeting shall be presented in draft for the Board meeting immediately before the Convention for its comments and report to the Convention.
- d. The final recommended budget shall be prepared for the Board approval at the first meeting of the Board in the new fiscal year.
- e. The Committee shall provide for long-range fiscal planning for the Association and recommend policies related to funding, investments, travel and expense accounts, control of service projects, supplemental income and other financial matters which will enhance the Association's financial stability and accrue benefits to the members and the total profession, present and future.

Section 4. Committee on Governmental Relations.

There shall be a Committee on Governmental Rela-

tions consisting of one member from each Chapter of the Region, either Corporate or Professional Associate. It shall be the duty of this Committee to promote the usefulness of the profession and The Association to the various governmental bureaus and agencies having charge of the planning and designing of public buildings and monuments and their environment; to promote the employment of architects in private practice to plan and design such public works; to maintain liaison with the legislature of the state to forward statewide and local legislation that will promote the welfare of the architectural profession and the construction industry and the public health and welfare. It shall cooperate with the national Commission on Public Affairs of The Institute.

Section 5. Committee on Publications.

- a. There shall be a Standing Committee for Publications consisting of 3 Corporate Members. Terms of members shall be such as to assure one retiring member per year.
- **b.** It shall be the duty of the committee to act as liaison between the editor of the official publications of the Association and the Board, be responsible for publication programs, and recommend publication policies to the Board for its consideration.

Section 6. Committee on Conventions.

- c. There shall be a standing Committee for Conventions consisting of 4 Corporate Members, one of which shall be the Host Chapter Committee Chairman of the Convention immediately past. Terms of members shall be such as to assure one retiring member per year.
- b. The duties of this committee shall be to recommend convention policies to the Board for its consideration, to develop convention format and organization consistent with the professional and educational needs of Florida architects and consistent with good public relations, and to act for the Board with Host Chapter Committees in coordinating programs in harmony with the Association interests and policies.

Section 7. Committee for Joint Cooperative Council.

- a. There shall be a standing Committee on Relations with the Building Industry, consisting of 4 Corporate Members and 4 Professional Associates.
- **b.** It shall be the duty of the committee to foster a cooperative relationship between architects and contractors, producers of building materials and equipment and other elements of the building industry. It shall cooperate with the national Commission on Professional Practice of The Institute.

Section 8. Operations.

- **a.** The Secretary shall notify the chairmen and members of the various committees of the names and addresses of their respective committee members and their various assignments.
- **b.** The President shall be ex-officio a member of all committees, and the Secretary may act as secretary for the committee if so selected by the committee.
- **c.** Committees have the right to request and receive all information and records in possession of the Association and necessary to discharge the duties assigned them.
- d. Committees shall act as advisors to the Board and shall report their findings, recommendations and actions

- to the Board except the Regional Judiciary Committee whose reports are confidential and required by The Institute to be made directly to the Executive Director thereof.
- e. The majority of members of a committee shall constitute a quorum. Findings, recommendations and actions of a committee shall be made according to the concurring vote of the majority of members present at a committee meeting or a concurring majority vote of letter ballots.
- **f.** The chairman of any committee requiring an appropriation shall submit a written request to the Board for the amount required and reasons thereof, and if granted, file with the final report of the committee a detailed accounting of moneys appropriated and expended.
- (1) Expenses of the members of the Regional Judiciary Committee attending meetings shall be reimbursed by The Institute in the manner and amount as prescribed by the Treasurer of The Institute.
- g. No committee nor any member or chairman thereof shall incur financial obligations unless funds are available in its appropriation and it is authorized to do so by the Board. No committee nor any member or chairman, shall commit the Association, orally or otherwise, on any matter unless specifically authorized to do so by the Board.
- **h.** When their terms expire, committee chairmen and members shall transmit to their successors all information and records necessary to continue the work of the committees.

ARTICLE X. FINANCIAL

Section 1. Fiscal Year.

The fiscal year of this Association shall be established at the discretion of the Board of Directors.

Section 2. Dues.

- a. Annual dues equal to the pro-rata share required to defray the expenses of the Association for the ensuing fiscal year shall be recommended by the Board and determined and fixed by the Convention.
- **b.** Each member shall contribute annual dues in an amount determined by the Convention.
- c. Dues shall be for the Association's fiscal year and shall be due and payable on the first day of the fiscal year, January 1st.
- **d.** Any member, whose dues and assessments are not paid in full at the end of the fiscal year, is in default to his Chapter and Association, and his membership may be terminated.
- e. The Secretary shall send sixty days prior to the end of the fiscal year a written notice, by registered mail, to each such member who has not paid his dues and assessments by that time, with a copy to the Secretary of his Chapter, warning such member of pending termination date.
- types of Associate Members for non-payment of dues and assessments any time after the end of the fiscal year for which the Associate Member is in default. The Secretary shall remove from the rolls of the Association, the name of any Associate Member upon receiving notice of termination of membership from the Board, from his Chapter,

or by other appropriate instrument signed by the person or his Chapter.

- **g.** If a Corporation Member is in default to his Chapter and the Association for non-payment in full of his dues and assessments at the end of the fiscal year, the Secretary shall so advise the Institute, and request the termination of his membership. Copies of such notice and request shall be sent to the delinquent member and to the secretary of his Chapter.
- **h.** Termination of membership for any Corporate Member shall be only by action of The Institute.
- i. Each Chapter treasurer shall collect dues from each member assigned to his Chapter and shall promptly remit dues collected to the Treasurer of the Association at the office of the Association. At the option of any component Chapter of the Association, the Treasurer of the Association will collect Chapter and Association dues from each member of the Chapters which elect the option, and shall promptly remit dues collected for the Chapters to their respective treasurers.

Section 3. Contributions.

The Board, at any regular meeting, by a concurring vote of two-thirds of the members present, or at any special meeting called therefor, may authorize the raising of, and thereupon raise, money by voluntary contribution from its members, in addition to annual dues, for any designated special purpose consistent with the objectives of the Association, and prescribe the manner in which such contributions shall be collected. Non-payment of contributions shall not abridge, suspend, or terminate the privileges and rights of any member.

Section 4. Funds and Securities.

- a. All moneys received by the Association shall be promptly deposited, in their original form, in a depository approved by the Board.
- **b.** Every disbursement of money, except for petty cash, shall be by check of the Association, signed by the Executive Director and countersigned by the Treasurer or by another officer designated by the board.
- c. The Treasurer shall establish petty cash accounts as authorized by the Board. These funds shall be disbursed for the usual petty cash purposes, by the person named in the Board's authorization of the account. Statements of expenditures shall be duly recorded and the expenditures approved by the Treasurer before the account is replenished.
- d. Reserve or funds in excess of required operating funds shall be deposited by the Treasurer in an interest-bearing depository approved by the Board. Or when authorized by the Board, such funds may be invested in short term government or municipal bonds or equivalent securities.

Section 5. Annual Budget.

- G. The Board shall adopt an annual budget at its first meeting each year, by a concurring vote of not less than two-thirds of its membership present. The Budget shall show in detail the anticipated income and expenditures of the Association for the fiscal year.
- **b.** Unless authorized and directed to do so at a Convention or special meeting of the Association, the Board shall not adopt any budget, make any appropriations, or authorize any expenditure or in any way obligate

or incur obligation for the Association, which, in the aggregate of any fiscal year, exceeds the estimated income of the Association for such year.

c. Each expenditure of money and each financial liability of the Association shall be evidenced by a voucher, or persons authorized to incur the expense or liability, except petty cash expenditures which shall be subject to the approval of the Treasurer, and shall be accounted against appropriated and/or budgeted items.

Section 6. Audits.

The Board shall authorize employment of a Certified Public Accountant to audit the books and accounts of the Association for report at the first Board meeting of each fiscal year.

ARTICLE XI. AMENDMENTS

Section 1. By Meetings of the Association.

The Charter and Bylaws of the Association may be amended at any annual or special meeting of the Association provided:

- (1) Written notice stating the purpose and reason for each proposed amendment is sent to each Corporate and Associate Member not less than thirty days prior to the date of the meeting at which the proposed amendment is to be voted on. A copy of the proposed amendments shall be included with the notice circulated as set forth in the Charter.
- (2) Voting shall be by roll-call only and shall require the concurring vote of not less than two-thirds of the total delegates-votes present at the meeting.
- (3) Every resolution or motion of this Association amending its Charter or Bylaws shall state that it will become effective only if and when it is approved by The American Institute of Architects.
- (4) Immediately following adoption of such resolution or motion, the Secretary shall submit a copy of the amendment and the resolution to the Secretary of The Institute requesting Institute approval. Upon receipt of such approval, the Secretary shall enter the amendment and record its approval in the proper place in the documents with the date of the amendment and its approval.

Section 2. By The Institute.

The Institute, unless the statutes forbid, may amend any provision of these Bylaws when the Association fails to enact amendments properly requested by The Institute. Each amendment made by The Institute shall have the same force and effect as if made by the Association, and shall be effective immediately on receipt of the notice of the Secretary of The Institute containing the amendment. The Secretary shall enter such amendment in the proper place in these Bylaws and notify the Chapters of the change.

Section 3. Title and Numbering.

The Secretary may rearrange, retitle, renumber or correct obvious errors in the various articles, sections and paragraphs of these Bylaws as becomes necessary.

ARTICLE XII. RESPONSIBILITY

The Association shall not be responsible for any vote or statement of its officers or members nor be pledged or bound in any manner except by the approval of the Board. in conformity with these Bylaws.



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History of the

The American Institute of Architects (AIA) is the national professional society of the architectural profession in the United States. It has more than 23,000 members who are licensed architects.

The AIA's national Headquarters and staff are located in Washington, D.C. It has 24 state societies and 170 chapters across the nation, and a number of Women's Architectural Leagues. Student chapters are active at many colleges and universities.

The professional society has three major missions:

- to maintain and improve the competence of today's practitioners,
- to create a sufficient supply of welltrained practitioners for tomorrow, and
- to represent The Institute before professional and industry groups, government, and the public so that good design is encouraged by law and demanded by the community.

Institute programs are financed through members' dues and include a continuing concern with architectural design, structure, and materials; business and production aspects of architectural practice; architectural education and research; urban design, public afairs; governmental affairs; inter-professional and industry relations; and other subjects of interest and importance to the AIA's membership and to the public.

The AIA's programs and activities are guided by its officers, directors, committees, and members, and are carried out by its members and staff at the national, regional, and local levels.

The AIA's Beginnings

The American Institute of Architects was founded on February 23, 1857 by a small group of architects who met in New York City, in a building near Trinity Church on Broadway, to explore ways of improving their profession

American Institute of Architects

They had much to do. By all accounts, architecture was at a low ebb, and really did not exist as a profession in this country. Until the middle of the 19th century, according to one writer, architecture in the United States was "the trade of carpenter-builders and the game of gentlemenamateurs."

The architects who met near Trinity Church wanted to improve their public status and do something about the unbridled competition between architects which then prevailed. The result of their meeting was a resolution to form a professional society. Richard Upjohn, architect of Trinity Church, was elected president of the new organization.

Raising the ethics, standards and competence of the architectural profession was no easy task for the founders of The Institute. There were no architectural schools and few books. Adult education for young practitioners was unknown. But, the new organization overcame these problems one by one, and soon the AIA was issuing technical publications. It later added standard documents on such important matters as contracts and owner-architect agreements. In 1912, the first issue of *The AIA Journal* was published.

In 1868, the AIA Board of Trustees enrolled the first four students of architecture at Massachusetts Institute of Technology. One year later, the University of Illinois and Cornell University both offered their first course in architecture.

In 1899, the AIA acquired tis permanent home, the historic Octagon House in Washington, D. C. Built starting in 1798 and completed in 1800, The Octagon served as the temporary White House after the British burned the presidential mansion in the War of 1812. The Octagon was the AIA's national office until after World War II when The Institute moved to a new Headquarters building behind the Octagon House. The Octagon was then opened to the public and has since been designated

a National Historic Landmark. In 1969, additional restoration was undertaken.

The AIA Today

The American Institute of Architects today is a growing, professional society which is active in all areas of interest and concern to its members. Membership in The Institute has increased rapidly, and future growth is expected to be even greater.

Membership in the AIA is open to every licensed architect who is a citizen of the United States and can satisfy his local AIA chapter and The Institute's Committee on Membership that he has the necessary professional qualifications.

The Institute is vitally concerned with architectural education and training. Professional schooling of architects begins with five or six years of study in an accredited school or college of architecture. Then, up to three years of internship in an architect's office are required. It is now mandatory that architects take rigorous written examinations to be licensed or registered to practice in all states and territories. The National Council of Architectural Registration Boards serves as a clearing house for state licensing boards in this regard. In 1940, the AIA helped to organize the National Architectural Accrediting Board. Today, there are 63 schools of architecture in the United States accredited by NAAB. Hundreds of young men and women graduate from these accredited schools have AIA student chapters. There is close cooperation between the AIA and the faculties of the colleges and schools which are members of the Association of Collegiate Schools of Architecture.

From its beginnings, The Institute has conducted programs of interest and importance to young men and women who choose architecture as their profession. Recently, the AIA sponsored a sweeping research study of environmental design education to discover ways of equipping today's architectural graduates with the board

skills and knowledge required of professional practitioners.

Members of The Institute may be recognized by the use of the letters "AIA" after their names. The letters "FAIA" after an architect's name signify that he is a Fellow of the AIA, an honor bestowed for achievement in these fields: design, science of construction, literature, education, service to the profession, public service, historic preservation, research, urban design, government or industry, and architectural practice.

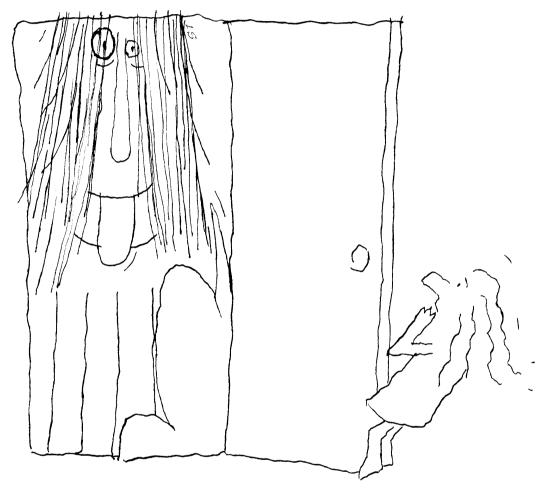
In its awareness to increase public awareness of the necessity for commuity improvement, and to develop public understanding of the elements of a good physical environment, it produces and circulates motion pictures, filmstrips, slide shows, and other material for use at the community level, and it seeks opportunities to explain these matters and the profession's activities in newspapers, magazines, and on radio and television.

At national Headquarters, the AIA maintains a library which has one of the finest collections of current and historical publications on American architecture in existence.

Early in the 1960's, The Institute recognized a need to make the American public conscious of the physical condition of its cities, and launched a broad program of public education that successfully focused attention on "urban ugliness."

In 1968, recognizing that the "urban crisis" had created a need for broader architectural services and that the public was looking to the profession for leadership in environmental design, an Urban Affairs Center was created as part of the AIA's national organization.

In the state of Florida the members of the AIA are represented by the Florida Association of the American Institute of Architects which is the state organization, founded in 1912 and comprised of 17 AIA Chapters and Sections.



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"How to Shape Man to Earth's Need is a theme both splendid and challenging. Indeed, it is the singular challenge of our time.

"This Man-Earth complexity is intimately interrelated and even indivisible with the mind-body internal complexity. When both these human ecological factors are recognized by creative minds of those who are, in some measure, the controllers of Human Ecology, there is hope that technological promise can be uncoupled from technological threat.

"The FAAIA is to be congratulated for choosing such a theme; it should be of profound concern for all architects and allied professional individuals of awareness and creativity."

The above statement was written by Dr. S. P. R. Charter in his letter of acceptance to our invitation to speak before the FAAIA Annual Convention.

In our daily practice we are confronted with many problems evolving from the topic to be discussed at the convention. We believe, therefore, that your convention program and its speakers will be of tremendous interest and value to you.

Alfred Browning Parker, FAIA Robert B. Browne, AIA Mark Hampton, FAIA Convention Committee

Dr. S. P. R. Charter is Editor-Publisher of MAN-ON-EARTH, a periodical of writings on Human Ecology, and is a physicist who has devoted himself since 1945 to the overall area of Human Ecology.

For the past four years he has been visiting professor at San Jose State College's School of Engineering in the course "Cybernation and Man," which he helped establish there; he remains as Consultant to the Dean of Engineering and the School.

Dr. Charter is senior consultant to the Research and Design Institute of Rhode Island and to several international business complexes.

lan L. McHarg is Professor and Chairman, Department of Landscape Architecture & Regional Planning at the University of Pennsylvania and a partner in the firm of Wallace, McHarg, Roberts and Todd (Architects, Landscape Architects, Regional Planners) of Philadelphia.

He is a graduate of Harvard with BLA, MLA, and MCP degrees. He has written a newly published book "Design With Nature." In addition, Mr. McHarg has written several articles for national publications such as Ecology of the City, The Functions of Open Space in Housing, Ecological Determinism, Blight or a Noble City, and Man and Environment.

Dr. Granville C. Fisher is on the staff of the Psychology Department at the University of Miami. He is or has been a manual laborer, prize fighter, artist, architect, preacher, lecturer, actor, theatrical director and impresario, teacher, criminal court expert, consulting psychologist, and sportsman. The Editors of Who's Who in America assessed this extraordinary man in these words: "In the history of the world, a very large part of what has been achieved can be traced to the work or the influence of a relatively small handful of men—men who were dedicated, enterprising, curious and able to a degree which sets them apart from their contemporaries. In a real sense the story of their lives is the history of the world. Granville Fisher is among those men whose civic pride and professional skill have contributed to the progress of American life. He is one of the great men of our time."















Convention Program

Friday, October 24

10:00 a.m.

1:30 p.m. - 4:00 p.m.

1:30 p.m. - 4:00 p.m.

2:30 p.m.

4:00 p.m.

6:00 p.m.

7:00 p.m.

8:00 p.m.

Late Evening

Building Product Exhibits must be set up by 4:00 pm (Prince Charles Room)

Executive Committee Meeting (Directors Room)

Registration — Pick up Convention Kits & Badges (Prince Charles Room)

Delegate Accreditation (Prince Charles Room)

Board of Directors Pre-Convention Meeting (Directors Room)

Business Session I (Abaco Room)

Official Opening of Building Products Exhibits (Prince Charles Room)

Registration — Pick up Convention Kits & Badges

Welcome Aboard "Period of Adjustment" Party (Prince Charles Room)

"Out Island Steak and Fish Fry"

Gala Party/Calypso Music/Limbo Show & Contest/Wild Native Crab Racing with Parimutuel Betting (Pool Patio)

Hospitality Rooms

Saturday, October 25

9:30 a.m. - 11:30 a.m.

11:00 a.m. - 3:00 p.m.

3:00 p.m. - 5:00 p.m.

4:30 p.m. - 6:30 p.m.

Evenina

Professional Education Seminar I (Abaco Room)

THE PSYCO-ARCHITECTONICS OF MAN

Speaker: Dr Granville Fisher

Moderator: Alfred Browning Parker, FAIA

Building Product Exhibits open for visitation (Prince Charles Room)

Informal Group discussions with speakers

Professional Education Seminar II (Abaco Room)

DESIGN WITH NATURE

Speaker: Ian L. McHarg

Moderator: Alfred Browning Parker, FAIA

Building Products Exhibits open for visitation (Prince Charles Room) Informal Group discussions with speakers

Open Evening

Suggested Activities: Dine at Hotel/then cab excursion to Freeport Casino/or, sign up for rustic informal dinner cruise aboard authentic Paddle Wheeler

Ladies Activities for Saturday

- a. Group Cab Excursions to International Shopping Bazaar in Freeport
- b. Tour of Nursery on Hotel's Tram
- c. Golf/Tennis/Sailing



Sunday, October 26

9:30 a.m. - 10:00 a.m.

10:00 a.m. - 11:00 a.m.

10:00 a.m.

11:00 a.m. - 3:00 p.m.

2:00 p.m.

11:00 a.m. - 2:30 p.m.

3:00 p.m. - 5:00 p.m.

6:00 p.m. - 8:00 p.m.

7:00 p.m. - 8:00 p.m.

8:15 p.m.

Organization of GSA's Division of Maintenance and Construction (Abaco Room)

Speaker: James L. Larkin

Moderator: President H. Leslie Walker, AIA

Professional Practice Session (Abaco Room)
PROPOSED AIA CODE OF ETHICS

Speaker: Jack Train, AIA, Chairman, Task Force on Ethics

Moderator: Hilliard T. Smith, Jr., AIA, Regional Director

Ladies — Bahamian Hat Making Contest (Pool Side Patio). Bahamian women from the village straw market will show how to make and decorate straw hats. Trophies awarded to the winners. (Register at Hotel Activities Desk — a minimum of 30 ladies required)

Building Product Exhibits open for visitation (Prince Charles Room)

Informal Group discussions with speakers

Presentation of Association Awards (Prince Charles Room)

Balloting for FAAIA Officers (Prince Charles Room)

Professional Education Seminar III

HOW TO SHAPE MAN TO EARTH'S NEEDS

Speaker: Dr. S. P. R. Charter

Moderator: Alfred Browning Parker, FAIA

Building Product Exhibits open for visitation (Prince Charles Room)

Pre-Banquet "Period of Adjustment" Party (Prince Charles Room)

Annual Banquet (Pool Patio and Lawn) — casual wear requested

Presentation of Architectural Competition Awards

Presentation of 1970 Officers

Monday, October 27

8:30 a.m. - 9:30 a.m.

Joint Meeting of Board of Directors and Building Product Exhibitors (Abaco Room)

9:30 a.m. - 10:30 a.m.

Board of Directors Post-Convention Meeting (Abaco Room)

10:00 a.m.

(Prince Charles Room)

Building Product Exhibits open for visitation

10:30 a.m.

Business Session II (Abaco Room)

12:00 Noon

Farewell "Period of Adjustment" Party (Prince Charles Room)

1:00 p.m.

Convention Adjourns

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American Olean Tile Company

1000 Cannon Avenue Lansdale, Pennsylvania Robert L. Bunting — 215/855-1111

American Saint Gobain Corp.

P. O. Box 929 Kingsport, Tennessee W. A. Felknor — 615/245-3121

Beam Industries, Inc. Webster City, Iowa

Robert L. Sampson — 515/832-4620

Bigelow-Sanford, Inc. 4141 North Miami Avenue Miami, Florida Conway Hamilton — 751-8616

Bradley Washfountain Co. W142 N9101 Fountain Blvd. Menomonee Falls, Wisconsin J. L. Loden — 414/251-6000

Compackager Systems of Florida Compackager Systems of Caribbean 1175 N. E. 125 Street North Miami, Florida Toby Creen, 801 1452 Toby Greene — 891-1452

Construction Products Division

W. R. Grace & Company 1555 N. W. 1st Avenue Boca Raton, Florida — 395-2424 R. L. Asher

Florida Investor Owned Electric Utilities Companies
Florida Power & Light Company
Florida Power Corporation Gulf Power Company Tampa Electric Company

Florida Solite Company 1114 Seaboard Coast Line Building Jacksonville, Florida J. H. McLeroy — 353-9653

Formica Corporation

27 Almeria Coral Gables, Florida George K. Haas — 444-7373

Gem Aluminum Products, Inc.

715 Barnett Drive Lake Worth, Florida James H. Henry — 585-1766

Georgia Pacific Corporation P. O. Box 100, Gratigny Branch Miami, Florida William M. Dilley — 688-6603

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Kurt Waldmann

Architectural Photographer 1905 N. W. 115 Street Miami, Florida — 685-2898

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P. O. Box 1693 Jacksonville, Florida E. Harold Smith — 721-1600

Libbey Owens Ford Company 6660 Biscayne Boulevard Miami, Florida William Joyner — 758-5529

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Michael Winston & Associates, Inc. 11955 West Dixie Highway North Miami, Florida Gerald Katz — 759-4566

Mosaic Tile Company 6454 N. E. 4 Avenue Miami, Florida Allen Kern — 751-7551

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Paint and Chemical Corporation
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Edward M. Humbert — 301/837-3030

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Plaza Door Company, Inc. P. O. Box 1948 West Palm Beach, Florida Glenn B. Harkins, Jr. — 833-5712

Roof Structures of Fla., Inc. P. O. Box 23221 Fort Lauderdale, Florida John E. Custer — 563-4114

Southern Vacuum Systems
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St. Petersburg, Florida
Tom Lumpp — 898-8007

Spec Sales Corporation 277 East Oakland Park Blvd. Fort Lauderdale, Florida Michael Denyes — 565-7126

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34 Forest Street Attleboro, Massachusetts Leland J. Katz — 617/222-2800

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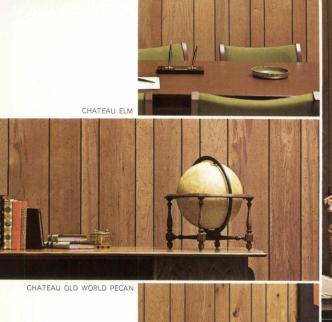
P. O. Box 485 North Miami, Florida A. G. Pedrin — 891-1513

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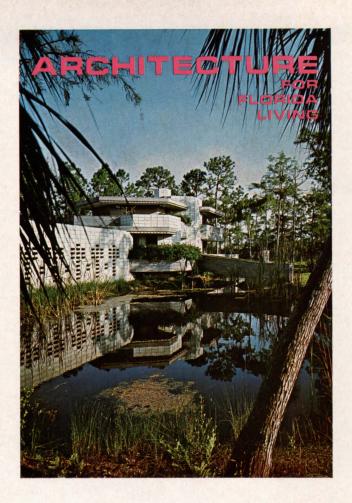
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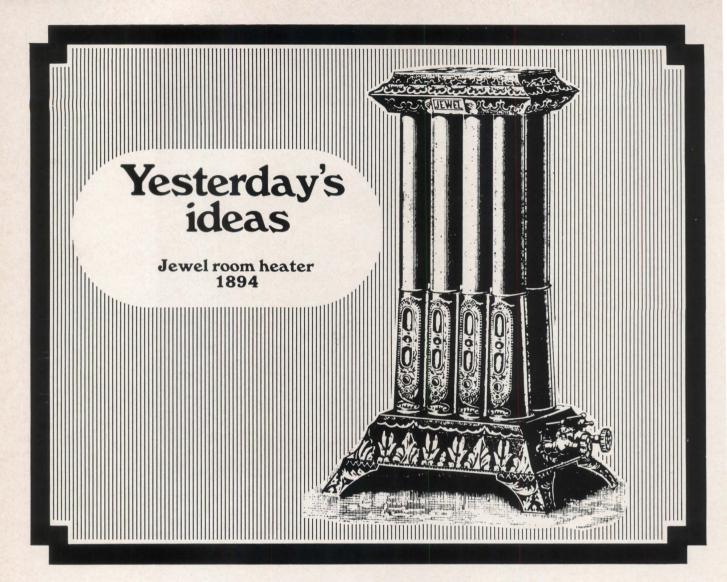
The Florida Association of the American Institute of Architects has published its first annual edition. ARCHITECTURE FOR FLORIDA LIVING. This quality publication presents significant examples of residential, public, multi-residential, educational, and commercial architecture.

Each architect has attempted to reflect the environmental, natural, geographic, economic, and social forces of modern Florida in his structure. We believe they have succeeded in integrating these forces while maintaining a sensitive counterbalance between function and beauty. Brief expository paragraphs give relevant details regarding the buildings, but the main emphasis is placed upon dramatic, imaginative photography which graphically portrays the subjects. All of the buildings depicted have been constructed in recent years thereby assuring the timeliness of the material. Yet we believe many of these structures transcend the limitations of fad and fashion and will remain meaningful for future generations.

This 132 page publication ($11'' \times 13''$) is profusely illustrated with both color and black and white photographs. For your convenience an order form appears below.

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Mail this form to: Architecture For Florida Living, c/o Florida Association of The The American Institute of Architects, Suite 210, 1000 Ponce de Leon Blvd., Coral Gables, Florida 33134.



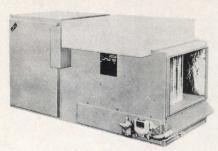
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The Office Brochure

The architect's brochure is perhaps the best, and in some cases the only way that an architect can ethically demonstrate his professional qualifications to prospective clients. As such it can be considered to be an essential part of the architect's professional armament. As a matter of fact, some clients, particularly governmental agencies and corporations, *demand* that brochures be submitted by architects.

If they are straightforward and simple, accurate and truthful, brochures can be a credit and an asset not only to the individual architect but to the entire profession. And since in so many cases the architect and the architectural profession will be judged by these brochures, they should be well planned and attractive in appearance.

But there are pitfalls in the preparation of brochures. Their contents must comply with the professional standards of the architectural profession. They must also maintain the highest professional relations between architects and their public and with other architects. Brochures should be the means to show organization, experience and general philosophy of architectural offices.

The following guides are suggested for the production of architects' brochures:

- 1. The basic requirement is that any brochures or promotional material produced by architects must comply with the Standards of Professional Practice, AIA Document No. J-330. The guides listed below are merely to enlarge upon and clarify this basic requirement
- Absolute truthfulness and accuracy must be observed. The presentation should be simple, straightforward and direct.
- 3. In listing "representative work" dates should be shown, and it should be clearly indicated if the work is a completed building, a building under construction, a project in the drawing stage, or promotional or preliminary work. In this regard, photos of representative work are generally highly desirable.
- 4. Where listed, "costs" should be actual complete costs. It should be clearly stated whether they are "complete

- project costs" or "construction costs." Areas and units should go with costs so that full analysis is possible.
- 5. The amount and type of information given on organization and staffing would vary with different offices and perhaps with the type of client each office is trying to reach. Some of the information which might be listed is:
 - a. Physical size and disposition of office.
 - b. Number and specialties of employees.
 - c. Education and experience of principals and other key personnel.
 - d. Type of work specialized in if any.
- 6. Where work has been done in association with others, the exact nature of the association should be clearly stated and the extent or responsibility should be clearly defined. "Employment" is not considered to be "association."
- 7. The exact nature of relationships with specialists or consultants, or with other architects listed as "consultants" or "associates" should be clearly defined. The work of each associate or consultant should be listed so that the experience and work of each individual is clearly and readily identifiable.
- 8. "Consultants" or "associates" not utilized on an exclusive and full time basis within the architect's office should *not* be listed as part of the "architect's organization."
- 9. Work should not be listed by an architect for which he has not been the principal professional unless approval has been obtained from the principal professional, and then only when the relationships are clearly spelled out.
- Brochures may contain no self-laudatory, exaggerated, or misleading statements, nor may they contain testimonials.

Distribution of brochures should be done on a personal basis and in general should be limited to persons whom the architect has had previous professional or personal contact. The "wholesale" distribution of brochures is strictly prohibited.



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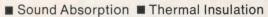




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Newspaper and Magazine Publicity

May furnish material concerning participation in building projects but may not stimulate self-laudatory, exaggerated or misleading publicity.

May initiate newspaper and magazine publicity in the public interest and for the good of the profession.

May encourage the use of Architect credits in newspaper by diplomatic press relations.

Radio and Television Publicity

May participate in radio or TV programs as part of chapter, region, or national AIA activity. May participate as individual Architect if the program is in the best interest of the profession.

May participate in radio and TV programs to better explain the profession.

Newspaper, Magazine, Radio and Television Advertising

May participate where an endorsement of the product by the individual Architect is not required . . . where the participation is not to the detriment of fellow Architects . . . where advertisements (or commercials) pay tribute to the profession.

Photographs of architects may not be used in advertising material except when special permission has been obtained from the AIA. May not purchase space (or time) in own interest or interest of the architectural firm.

May not advertise by person or architectural firm in special editions or programs.

May participate in interest of public and profession. May purchase space or time in any of the above mediums if the advertisement is in the interest of chapter, region or entire profession. May purchase space in special editions of newspapers and magazines if there is no identification of individual Architects or firms.

Brochures, Pamphlets, Reprints, etc.

May produce a brochure or pamphlet covering facts about the firm and can use this medium in discussions with potential clients, provided it is produced at his own expense and that it contains no advertisements.

Distribution of these must be limited to those with whom architect has had previous professional or personal contact. May produce brochures, pamphlets, etc., for purpose of enlightening public about the services of Architects and value of the profession.

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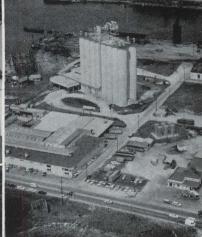
May speak to public service, community and educational groups to better explain the profession but not to advertise his own professional availability.

May through a Speakers' Bureau participate for the express purpose of better explaining the profession to the public.



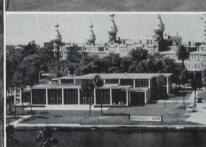












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Guide to Effective Presentation

The architect who is active in his community and AIA Chapter may have occasion to appear before a governmental agency body to present his views or those of the chapter or to speak before a civic organization. The prestige and understanding of the profession will be enhanced if this responsibility is properly handled. If a poor presentation is made, the profession suffers.

Preparation helps in avoiding failures. If the assignment is on behalf of the AIA chapter the architect should enlist additional aid. The chapter officers, committee chairmen, and others (who are well versed in the subject matter), can assist in preparing outlines and supporting material (preferably visual aids) for public presentations.

Topics for speeches can be similarly developed and dovetailed with the PR goals of the AIA chapter. In this manner speeches by architects can augment chapter activities and should be effective since the outlines and visual aids have been pre-planned.

A difficult assignment is representing the AIA chapter at an emotionally charged public hearing. Yet, it is at these hearings that the profession has its greatest opportunity for a favorable public appearance. Such opportunities are too rare to be bungled.

At these hearings the architect can be demonstrably a professional. He must appear rational and practical, objectively weighing the pros and cons of the issue, analyzing the methods available to settle it, and then recommending the best solution. His presentation should be given with scholarly enthusiasm yet be devoid of editorial bombast. He should avoid obscure terms, use a vocabulary suitable for his audience, inject humor if feasible, and utilize charts and pictures where applicable.

The public hearing responsibility is so vital to the profession that a position paper should also be prepared giving the chapter's analysis of the issue and its conclusions. This should be written in a thoughtful and convincing manner, quoting authorities where appropriate. This will give the decision-makers (and news media) a permanent record of the presentation. A synopsis should be stapled to the front sheet of the position paper giving the architect's name, chapter affiliation, and the time and place of the presentation. Frequently, reporters do not have time to accurately summarize the architect's position.

The following is an outline for the preparation of speeches and papers prepared by a national public relations firm, James O. Rice Associates, Inc. of New York. The principles of speech preparation and delivery described in the outline are the basis for a good presentation.

I. Your Role as an Author and Speaker

Anyone speaking to a business audience must, to be effective, capture and maintain interest as a "speaker" rather than as an "author." The man who delivers his speech by reading a paper seldom, if ever, meets the challenge.

The criticism most frequently directed at speakers is the tendency to read papers word for word. Such an approach gives rise to unrest because that type of talk is usually stiff and monotonous. Audiences point out that they want to hear a speaker deliver the spoken word which will:

- Highlight key points of the written paper.
- Offer additional information not fully developed in the paper.
- Mention other ideas which will supplement the paper as written.

Two Basic Uses Of Speaker Material

The speaker should, think in terms of two distinct and different uses of his material.

- 1. The written paper in the form used for publication in professional journals, magazines, or in the conference proceedings; and also used for review by the papers committee.
- 2. The *oral presentation* specifically prepared from the paper for the conference audience as an informal, highlighted version of the speaker's ideas.

II. The Oral Presentation

Several techniques can be employed so that the speaker faces his *audience* rather than facing his text:

- A condensed version of the original paper can be prepared consisting of key words and phrases as well as whole sentences.
- 2. Similarly, a detailed topical *outline* of the full paper can be developed each phrase being a major concept or heading.
- 3. A related technique is to use 3 x 5 or 6 x 9 cards. Each contains either a concept, or a phrase, sentence, or paragraph lifted from the paper itself. It is a useful precaution to number these cards in sequence.
- 4. If the speaker can feel comfortable only in reading from the paper as originally written, then the typing should be, at least, triple spaced. This will make it easier for the speaker to follow the lines and to look occasionally at the audience without losing his place. The type should be large in any case, (jumbo type or caps).
- 5. And, when reading, the speaker will find it helpful to have marked off pauses in each sentence, as:

In any event/the goal is to break up the phrases/in your presentation/so that there is rhythm/to the talk./This procedure/reduces the monotony/of a speech given/at one voice pitch./

The above approach is in contrast to running on rapidly without change of pace or tone.

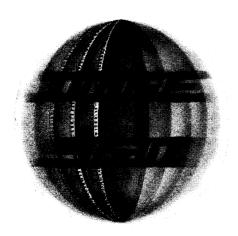
III. The Use of Visuals

A. Purposes of Visuals

Visuals aids serve one or all of these purposes:

- 1. Add drama and thus heighten audience interest.
- 2. Fasten attention on a significant point and so add to the learning impact, by combining a "picture" with the spoken word.

Continued on Page 45 ****→



a progress report to the architectural profession on SCAN

Both Sides Of The Coin!— Since July, when McGraw-Hill Information Systems Company assumed direct management control over SCAN, significant changes have been made in the SCAN system.

- 1. Now it's a part of the F. W. Dodge Division. In addition to SCAN's 22 architectural representatives, there are more than 300 Dodge reporters helping to gather information and plans for delivery to one of 22 SCAN filming centers.
- 2. For architects who now participate (and that includes almost every firm), SCAN offers wider distribution of plans and specifications, particularly to those hard-to-reach vendors and suppliers of special services; plus a closer control over the distribution of your bidding documents.
- 3. Distribution records kept on bidding documents that go through the SCAN system provide the architect with a means of checking, when necessary, to determine if every trade and supplier has received the plans.
- **4.** The time-consuming and costly process of distributing and accounting for bidding documents is materially reduced when the SCAN system is utilized.
- 5. Distribution of addenda a major problem for all segments of the construction industry—is greatly simplified.

Because SCAN has accurate records of those who receive its film, it is able to notify every recipient of changes as they occur.

- **6.** Major changes in the SCAN production process have enabled SCAN to materially reduce the time necessary to film, process, and mail the documents. During the month of April, 94.3% of all jobs were distributed with more than one week's lead time prior to bid closing.
- 7. Increased coverage means a growing acceptance of SCAN. Coverage is climbing rapidly. So far, 81% of all projects over \$100,000, put out for competitive bids, are filmed and distributed each month by SCAN. In March, 1,877 projects were filmed, and 2,800 subcontractors and suppliers received copies of the film; in April 2,009 projects were filmed and 32,000 copies were distributed.
- 8. Fewer calls, greater accuracy—benefit architect and supplier alike. With film in hand for ready referral, suppliers can relate their products to the projects accurately, thus reducing the number of interviews an architect must schedule to clarify product or installation problems.

For all architects, SCAN is a better way to distribute plans and specifications.

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Effective Presentation, Continued

3. Simplify the presentation of what otherwise might involve complex or distended narration.

B. Good vs Poor Visuals

Good visual material to illustrate a paper can contribute greatly to its quality. On the other hand, visuals consisting of fine, dense lines or words or figures can be an irritant. Material should be be clear, not too detailed, and its image visible and easily understood or read from all parts of the meeting room. If slides are used, $3\frac{1}{2}$ x 4 are the most suitable.

C. Key Points In Slide Preparation

DON'T

Use typewritten forms.

Display too many figures or too much information.

Use too many slides projected in rapid succession.

Draw complicated scale captions, involved curve labels, too many separate curves.

Present more than one main idea per slide.

Show complicated mechanisms.

Use dark photographs.

DO

Blow up one portion and enlarge in bold lettering.

Extract just 6-8 lines and allow white space between each line.

Select a few of the most important slides and permit audience to absorb.

Use simple graphs, bar charts with 3 or 4 lines per chart.

Express in steps with separate slides for each or give secondary ideas verbally.

Divide into several slides with blow-ups of each important position.

Consult professional photographer on suitable lighting and concentrate picture on portion to be discussed.

D. Desirability Of Handouts

Better than slides, in many cases, are duplicated handouts distributed to the audience before the paper is presented. Material such as forms, charts, and tables are ideal for handouts. Audiences appreciate the takehome papers. It is, of course, desirable that the speaker provide a set for each member of the audience. Hence, he should obtain an estimate of the potential size of the group.

E. Speaker Responsibility For His Slides

To insure that the use of visual material, whether slides or handouts, will go smoothly, it is wise to advise of your plans well in advance of the meeting.

If a speaker uses slides, he is responsible for their preparation and transportation. After his session, he should pick them up from the projectionist.

IV. The Written Paper

A well-written paper has unity, clarity and conciseness.

To achieve these effects, the writer must obviously do some advance thinking about its organization and scope. Many follow these steps:

A. Develop An Abstract.

Write a description of the paper in about 100 to 150 words stating its scope, objectives and brief highlights.

B. Detail A Complete Outline.

Then, write an outline of the points to be covered as detailed as you wish to make it.

C. Write The Paper.

Then, proceed to the paper itself, keeping the following points in mind:

- 1. Deal in specifics rather than generalities (give particulars such as costs, percentages, etc. of loss, gain, change).
- 2. Describe the why and how, and not just what was done.
- 3. Broaden the implications of the subject beyond the immediate application. Try to develop principles, advantages, disadvantages, or cautions of which the audience should be aware.
- 4. Describe what was not successful and why.
- 5. Avoid apologies for your lack of expertise in the subject area, the lack of time for preparation, or any other statements which immediately cast your talk in a negative framework.
- 6. At the opening do not run on excessively with introductory remarks or generalizations. Get quickly into specifics of the assigned subject.

D. ALLOW plenty of time for writing the paper.





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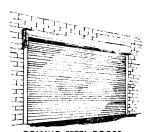
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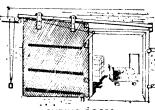
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Films About Architecture and Urban Design

The AIA has a brochure listing many films about Architecture and Urban Design which can be used as an informal guide in planning AIA Chapter public relations programs, especially as it relates to Chapter meetings for civic and educational groups. A few of the available films are:

A City Reborn
The Changing City
Housing and Nature
Open Space, Going—Going
Townscape, Rediscovered
Why Man Creates
The City Heaven and Hell
The City, Cars or People
The Heart of a City
How To Live in a City
The Noisy Landscape
One Way
The Best We Can Do
Right of Way

The title of the brochure, available from the Institute, is "A Checklist of Films About Architecture and Urban Design" and it contains a brief description of films and where they may be obtained on a loan basis.



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Public Relations for the Small Office

The purpose of a public relations program for the architectural office is to help the architect promote his art, his profession, and himself.

An effective public relations program is designed to exploit, consistently and on a meticulously professional level,

- the architect's services
- the architect's views
- · the architect's civic activities
- · the architect's clients
- the architect's office

If the architect has nothing of value to offer on any of these elements, he lacks the substance for an effective public relations program; if attempted, it will accomplish little or nothing. A similarly ineffective program may result if the architect, having something to show and say, does it in one-shot or sporadic fashion. Continuity is necessary. It would be hard to name a well-known Ameri can architect in the past 25 years who has not demonstrated considerable skill and tenacity in making his work and name known to the public.

The purpose of this booklet is to indicate how the principal of the small architectural office can use his resources to create a public relations program for his firm. We will assume that you are the architect in question, that you practice with one or two draftsmen and a secretary as employees, that you are competent in your practice and a reasonably good designer, and that you are willing to budget an absolute minimum of half a day a week to your public relations program. Many firms, of course, find it desirable to spend a good deal more time than this.

Concept and Tools

Public relations is defined as the practice of evaluating your services in relation to public wants and needs, identifying your services with these wants and needs, and communicating this state of identification to the people on whom you depend. Thus, we have three key conditions—evalution, identification, and communication—and any program of any size and purpose can be measured against them.

The first step, then, consists of evaluating your assets. Ideally, these would include buildings worthy of publicity, opinions on community design problems that serve the public interest, memberships in civic or service clubs that broaden your contacts in the business community, cooperative clients who can be exploited for mutual benefit, and an office that reflects the same principles of good design that you preach.

Properly handled ,these assets can be converted into

- · speeches
- articles
- releases
- photographs
- brochures
- presentations
- · exhibits

The key to success in any public relations program, however, lies in the fundamental word mentioned a moment ago — *identification*. Think of the communications apparatus as a series of transmitters and the public or given segments of the public as receivers. Nothing will be heard until the transmitter sends a message. Nothing still will be

heard unless the message is on the same frequency as the receiver.

This is a very simple axiom which many people have a hard time applying to themselves. You can only interest people in what you do, show, or say by placing your message in their terms and in the specific areas of their interests. Everything you have to offer should be viewed in this perspective before you try to translate it into presentation.

Two additional points can be useful at this stage: (1) The only "image" you can convincingly project is your own. The only thing that any public relations program can do for you is to shorten the length of time it takes people to recognize you for what you are. (2) Remember that you're a professional in architecture, not in public relations. Don't try to imitate what you think is promotional writing or presentation. In speaking, writing, and contacts with editors and others, express yourself clearly, factually, and as simply as possible. Eschew jargon, particularly those words which have one meaning generically and another in the semantics of the profession. "Function," if applied to style rather than social purpose, is an example.

The Building As Publicity

One of the problems of the profession is that the average layman still views a building according to its cosmetic interest. He should, of course, evaluate it in terms of how well it serves its social purpose, how efficiently it operates, what it means financially to the owner and community, whether it represents an improvement over what it replaced, and how well it fits into the neighborhood and the community. You can serve yourself and your profession by bringing out these points when you call public attention to your building.

The usual building story narrates the volume of space, contract cost, and construction details. Often, the architect supplies this information and then is offended when the item is published with his name snipped off the bottom. Often, he has only himself to blame. It is basic to news writing that the interest of the story diminishes from top to bottom. This is done so that, in fitting stories into a page form, the makeup man can discard lines of type from the bottom of the piece without robbing it of meaning.

The architect runs this risk when the story discusses only the "what" and never the "why" of the design. If you can explain convincingly why you did it the way you did and what specific advantages resulted, you can often write yourself into the story so that you become an integral part of it. Can you, because of the form, lighting, fenestration, or sequence of spaces, validly explain why the people who occupy the building wil enjoy a superior quality of space? Will your planning of spaces create business advantages; i.e., a shorter work-flow, a higher rental-to-service ratio? Does your use of structure and materials speak of fiscal responsibility; i.e., a choice among structural systems that creates additional space and saves the owner money; selection of materials on a comparative cost basis, that can be demonstrated? Can the form of the building be identified as a logical contemporary evolution from a distinguished past? Did the design solution overcome a tough site problem without extensive grading? It is in these areas that the architect can, without slipping into the ooze of hucksterism, demonstrate his competence as artist and professional.

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| 14" | | 4.7 | 5.9 |
| 15" | | 5.0 | 6.3 |
| 16" | | 5.4 | 6.7 |
| 18" | | 6.0 | 7.6 |
| 20" | | 6.7 | 8.4 |

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| Widths | Estimated Lbs. Per Foot | Widths | Estimated Lbs. Per Foot |
|--------|----------------------------|--------|----------------------------|
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Public Relations for the Small Office Continued

Handling The Story

A story or picture about any significant building might be published in the community newspaper when it is first announced, when a rendering is prepared, when ground is broken, when it is completed, when (if the building warrants it) it is dedicated, and — often — after enough time has gone by so that its operation can be evaluated.

Who offers the story to the newspaper? That depends on what it is. If it's a house, obviously you'll do it. If a church, discuss it with the pastor. He may be happy to have you do it, and you may be better off that way. If a school, it may come from you or the school board. If it's the latter, be sure that you give the designated aide the design rationale as well as the physical details. The same type of situation will often apply for a rental structure. Often, the realtor will be in charge of publicity and he will have a professional prepare it for him. Be sure again, that he has the design rationale; he will quickly see its value if it convincingly explains why his rental space is of especial quality.

Remember that nearly every building owner — with the exception of some householders — wants publicity on it. The pastor wants to keep his church in the eyes of the congregation; the banker wants to attract deposits; the investor wants to rent space in his apartment house or office building; the university wants to hold the interest of the alumni. You can work with almost any client on publicity that will benefit both of you.

Release or Fact Sheet

If you want to study newswriting style and analyze what editors consider as newsworthy, clip all of the building stories that appear in your newspaper for a month or so and then compare them. It may give you a valuable new understanding of what is published and in what manner.

When you have a story on a new building for a city or building page editor, phone him first, briefly describe what you have in mind, and ask him how he'd like to have the data. He may prefer that you simply send him a fact sheet, which explains under logical headings and in detail what there is to know about the building. Be sure you recite at the top the name, address, building type, size, and timetable, contract cost, and identification of owner, architect, and builder. (Be sure all of this information has been cleared first with the owner.) Then cover salient design features and construction data and details. Write the information clearly and simply, avoiding adjectives unless they are necessary.

Unless you have an extremely brief item to offer, it is better to stick to the fact sheet technique rather than trying to write a release. If the former is the case, howevr, remember simply that the first paragraph of any straight news story usually answers in one or two sentences the questions who, what, when, where, and why. When you mention when, be sure to indicate time of day, if any; day of week, and date. If mentioning where, give the full address. Other pointers: Type, ditto, or mimeograph all copy. Double space. Send editors no carbons. Make sure the fact sheet or release carries your name, address, and telephone number so the recipient can quickly get additional information if he wants it.

Use good glossy photographs, taken by the best professional photographer you can find. Tape a caption to the photo. Don't write on the back of the print. Don't try

to force use of your name by copyrighting the photo or rendering. It will only reduce the probability of publication.

If you think you have a distinguished building, have some extra photos made, including, if warranted, color shots. You can later offer prints with an article to the leading trade magazine published on the building type; send photos to an architectural magazine; use several for your brochure, and have slides made to add to your presentation file.

Don't neglect the possibilities of trade magazine publicity. A given building might be discussed in a newspaper story, again in the local Chamber of Commerce bulletin, again in the owner's company house organ, and again — in greater detail — in a major "vertical" magazine ("Overview" or "School Management," for example, in the school field; "Chain Store Age" in the chain store field, etc.). In dealing with business and consumer magazines, write the editor a note first, outlining briefly the story you have in mind. Then be guided by his response.

The Civic Issue

An architect, by training and experience, is (or should be) qualified to make a valuable contribution to the community by applying his knowledge of environmental design needs to its problems. He might do this by taking a personal stand on a civic issue affecting planning and design; by making a speech before a trade, civic, or service organization, or by testifying at a municipal hearing. He can and should lend his individual strength to the collective strength of his AIA chapter for the profession's and community's benefit.

In terms of what he can do himself, his best opportunities may lie in public speaking. If, for example, he finds that a friend belongs to a club that regularly invites speakers on a variety of subjects, he might simply tell him that he'd be interested in making a talk on architecture.

Here the vital question of identification enters the picture again. A talk about Renaissance church architecture might fascinate a church group or historical society, but it will have the buoyancy of a lead balloon to Rotary. Conversely, the latter organization may listen avidly to a talk about urban redevelopment as a stimulus to business or how architecture can create better store merchandising. But neither would fit the occult requirements of the local art society. Call your shots.

The best way to make yourself known to the business community, obviously, is to join its organizations. This is the time-tested technique of the doctor and lawyer. It not only creates many opportunities to speak on architecture; it gives you a chance, ultimately, to influence important groups toward making sound civic decisions. It also broadens your circle of acquaintances and friends and, therefore, your list of prospective clients.

In making speeches, don't overlook the use of visual aids. Architecture is a visual medium and the use of slides, available films, filmstrips, etc., can do much to help you hold your audience's interest. If you have a friendly program chairman, it's also a good idea to ask him to plant a couple of questions from the audience at the end of the talk. In free-flowing q-and-a, the speaker has a chance to *involve* his audience in a way that can't be done by formal presentation alone.

If the idea of speaking interests you but you feel you lack direction on what to do and how, write the public relations office at the Octagon and ask for a speech and feature material kit and a list of available films and literature. Examine the material and then decide which part of it interests you most, how you can add your views to the basic material, how many speeches it gives you, and how you can best illustrate them. Then get a list of local civic and service clubs from your community Board of Trade or Chamber of Commerce and match your speech subject matter against the known interests of the various organizations. Among the lists of club officers you may find friends or acquaintances you can contact. If not, and vou feel reluctant to write letters announcing your willingness to speak on specified subjects, you can advantageously tell the public relations chairman of your AIA chapter about the research you've been doing. If you're in good standing as a solid citizen, the chances are that he'll be happy to make the contacts in the name of the chapter and put you and a few other members on the community lecture circuit.

Radio and Television

Radio and television are available infrequently to the architect for expression of his views. The best chances for this lie through contacts made by the AIA chapter. This booklet, as previously stated, is written for the small-office principal who must carefully budget his time and resources. The amount of time that might be devoted by the individual to landing himself on a public service or interview show would probably be better spent doing something else.

The Architect's Office

Four things might be said about the architect's office—its appearance, its manners, its brochure, and its presentations. It seems obvious that any design profession should reflect good design in its practitioners' offices. Unfortunately, this, too often, is not the case. It isn't necessary and it may even be undesirable for an architect's office to be lush. But there's no reason why it can't be attractive, orderly, and convey a quality of liveliness, modernity, and, perhaps, surprise. A small budget is no excuse. Paper, balsa wood, paint, and small lighting fixtures aren't expensive.

There also is no reason why clients and prospective clients should be mistreated when they telephone. An architect might do worse than have a friend or two telephone him as a test and see how the caller is treated by the person who answers. Nothing is more irritating than to ask if someone is in and have the secretary demand, in response, "Who's calling?" The least she can do is first to admit that he's in so that you know you have a fair chance at him. This treatment, of course, is no worse than that accorded callers by the architect who customarily answered queries about house design with the blunt reply, "I don't do houses." While the caller was examining this courtesy, he was further rewarded by hearing the phone hung up.

An examination of the brochures of leading architectural firms is always an interesting experience. One's brochure features the central-casting types; each principal's features exactly fit his specialty. All are shown in shirtsleeves and the eyes of every man burn with zeal. It seems to work well for this particular firm. Another firm exhibits unmistakably in its brochure its solidity, years of reliability, and the plodding conservatism of its work. A third shows only the best examples of his work in any category, and adds interest to his brochure by stating his own, highly per-

sonal philosophy toward architecture. He also incorporates a chart at the end which breaks down the architect's and client's various areas of responsibility. All three are financially successful. Perhaps it is because, regardless of differing talents, skills, and philosophies, all three work at it, both on the drawingng board and in the marketplace.

Every architectural firm with something worth showing should have its own brochure to give to interested businessmen, school boards, church vestries, and other prospects. The prime need is for flexibility. A brochure even three years old might be out-of-date; a permanent binding is usually undesirable. A plastic spiral or other type of flexible binding will allow pages to be added or subtracted. What should a good brochure contain? Good graphic design, a statement of the firm's philosophy, the names, identification, photos, and professional histories of the principals; pictures, floor plans, site plans, and basic data on its buildings, which can be separated into categories if there are enough of them, testimonial letters, awards, clippings, and other documents which reflect favorably on the firm; and a description of the firm's services and handling of a typical project, with supporting photographs. On some occasions, and if available, it might be well to accompany the brochure with a laminated binder containing detailed constuction progress photos of a project similar to the prospective client's. While these would be expensive to photograph on your own, the general contractor will frequently have such pictures taken, and extra copies might be arranged.

The Ethical Boundary

The Mandatory Standards of the AIA forbid any member to engage in paid advertising, which means simply to buy space in a publication or time on radio or television to advertise his services. The indiscriminate distribution of brochures, publicity reprints, and similar material is also considered to be paid advertising by the Board of Directors. The key word here is *indiscriminate*. In a 1957 ruling on the question of circulating such material, the Board said:

". . . Brochures containing factual information concerning an architect's work; reprints made at the architect's expense, or in his behalf, or items in the public press; and announcements, reports, analyses, and descriptive data relating to an architect's work shall not be considered to be paid advertising, provided their direct distribution by the architect is limited to those persons with whom the architect has had previous professional or personal contacts."

The reasoning behind this is clear. The professional should be able to present examples of his work to his client in the most effective manner, but he should not place himself in the position of a vendor in doing it. In short, his brochure or mailing should not wind up in a stack of unsought promotional mail on the desk of a stranger. Professional status is, in itself, a formidable competitive advantage; it should not be thoughtlessly eroded.

One other admonition is important. Under the Standards, the architect may not engage in "self-laudatory, exaggerated, or misleading" publicity. In short, he may not tell an untruth about himself or his work, equivocate, or say that he's a distinguished designer. The account he gives of his work, his buildings, or himself must be factual and untainted by self-praise. He must also see to it that any person or agent who handles publicity for him abides by the same rules.



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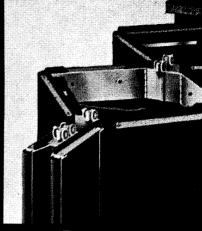
AIA

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The AIA is a professional organization for architects which was founded over one hundred years ago. Membership is not automatic upon being granted registration to practice as an architect, nor are all architects required to be a member. The AIA does not act as a registration agency, but architects who join are pledged to provide a high quality of professional service. By-laws of the Institute provide for action against a member who acts in an unprofessional manner. Invest wisely in the comprehensive services of an architect who bears the letters AIA after his name.



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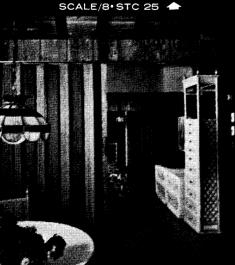


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UNIFORM SYSTEM FOR CONSTRUCTION SPECIFICATIONS & DATA FILING

UNIFORM SYSTEM DEVELOPMENT

The Uniform System has been developed in response to pressing needs for better and more rapid classification of technical data. Current technology has created these needs by introducing new materials and techniques at a rate that threatens to outstrip our ability to assimilate essential new information and to correlate it with the old.

Previous data filing systems, through obsolescence, complexity, and inflexibility, have been unable to adapt to an expanding body of knowledge. In recent years, the research/storage/retrieval/application relationships existing between technology and specifications have led many to suggest the creation of a data filing system based on specifications.

The American Institute of Architects recognized that its Standard Filing System, in general use throughout the building industry since 1920, was obsolete, and in

January 1962 invited the Construction Specifications Institute to join with it in sponsoring a construction industry meeting to develop a more broadly based system. The first Conference on Uniform Indexing Systems was held under joint sponsorship in October 1962 to discuss development of a filing system for building product data based on specifications, a concept later enlarged to embrace a specification outline and a contractors' cost accounting guide as well.

The organizations that have helped develop and now endorse the Uniform System are

American Institute of Architects American Society of Landscape Architects

Associated General Contractors of America, Inc.

Construction Specifications Institute

Council of Mechanical Specialty Contracting Industries, Inc.

National Society of Professional Engineers

Producers' Council, Inc.

In devising this Uniform System, the endorsing organizations have realized that a data filing system must be flexible enough to accept changes in technology readily, yet sufficiently systematic to establish logical guidance for both user and producer in their classification and identification of technical literature. By providing an approach to data classification designed to remain highly consistent for many years to come, the Uniform System will help producers and publishers get a maximum return on their investment of time, effort, and money in product literature. The endorsing organizations, however, recognize a need for broader flexibility in applying the Specification Outline part of the System. While the Filing System applies in theory to all construction work collectively, the Specification Outline applies in practice to only one project at a time. Conformity to the System is recommended in the interest of ultimate consistency, but no mandate is implied for any individual to limit his application of the Specification Outline to its literal detail. Divergent trade practices alone make an inflexible adherence to the Outline impossible. The professional must remain free to serve his client as he sees best.

The Uniform System is therefore a statement of both principle and mechanics to encourage closer communication and understanding among three of the dominant forces in the construction industry: manufacturer, designer/specifier, builder. Unless significant steps are taken to bridge inconsistencies, particularly in our regional differences, the industry will remain chaotic.

HE SPECIFICATION OUTLINE

The Specification Outline is based on two premises:

- 1) Related units of work called 'Sections'' are grouped under broad generic headings known as 'Divisions'' and
- Divisions are constant in sequence, few in number, and short n name. It must be emphasized

that "Divisions" do not reflect units of work but rather relationships of units of work. The units are the "Sections".

The Uniform System accepts the principle that only the Divisions are immutable and fixed. It suggests, however, that in the interest of consistency, certain common denominator Sections deserve to be used in very nearly the same context. These are the units of work that are found in the typical job situation. These are called BROAD-SCOPE Sections and are printed entirely in capital letters. The System recommends the inclusion of these titles, with the wording and in the sequence proposed, whenever the project requires their use. The Narrowscope Section titles (initial caps only) are less typical Sections.

The Broadscope Section may include anything implied by the Narrowscope Sections in the group immediately following. The Narrowscope Section, however, may be sufficiently important in a particular project to supplant completely the Broadscope Section, for example, "Demolition" in lieu of "CLEARING OF SITE". In any case, each Section title, whether Broadscope or Narrowscope, is capable of standing alone as an independent Section title. The selection is determined by the need of the project.

THE FILING SYSTEM

The Uniform System provides for product literature and related material to be filed numerically under one of the sixteen Divisions. Each is composed of certain generic subdivisions corresponding generally with Section titles appearing in Part One, the Specification Outline.

The concept provides several advantages. First, the user will be able to relate the Filing System readily to the Specification Outline since both are based on the fundamental Division Concept. Second, with a basic structure consisting of only sixteen Divisions, Division numbers and names are soon memorized through the repetitions of normal use. Third, the Division title and number remain constant, giving stability to the System. Fourth, most of the generic and subgeneric classifications within the Divisions are already familiar

to the construction industry. Fifth, manufacturers are assured of consistent classification of their product, since the proper classification for preprinting on their product literature will be assigned by a central agency staffed for that purpose. The manufacturer is also assured that those who wish to locate a particular product among the filed material will be using the same system used when catalogs were premarked.

USING THE FILING SYSTEM

When a building product catalog or other literature arrives preclassified and premarked, the Uniform System designation permits a file clerk without technical knowledge to file it correctly and rapidly. The only policy decision which must be made is whether the literature is to be kept or not. An architect or engineer may review a stack of catalogs, pull out those that do not pertain to his practice, and hand the rest to the file clerk with instructions to file the new material. Classification beyond the Section heading level may, sometimes, be unnecessary. Where further subdivision is required it may be done by alphabetical arrangement of subheadings, alphabetical arrangement by manufacturer's name, separation of products locally represented from the others, or any other system convenient to the user's needs. The important consideration is that filing classication and designation be constant but not so restrictive that the user cannot make the minute adjustments he may desire.

It should be noted that the logotype with large numeral indicating one of the sixteen Divisions, a heading title and horizontal line to the right, and publishing source and date to the left are parts of the identification symbol that are always present. The name of manufacturer or publisher is shown in the same type-face used for heading and subheading, with initial letters in upper case, or in other distinctive form normally used. The upper part of the right hand fraction is always capitalized and designates the generic group or section. The lower part of the fraction is always in lower case and is used when further subdivision of the generic group or section is desired.

Project Manual Concept

BY JAMES C. HEMPHILL, IR., FAIA

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The AIA Committees on Specifications, on Office Procedures and on Documents Review have for 30 months worked jointly on a program to clarify the relationship and indexing of all the documents prepared by the architect for detailing, specifying, bidding and constructing a project. This program, initiated by the Committee on Specifications in connection with its work on the Uniform System for Construction Specifications and Data Filing, produced the Project Manual Concept.

The AIA Board adopted this concept in September 1964, instructing the various committees within the Commission on Professional Practice to proceed with the detailing of consequent changes required of all AIA office practice documents. These subsequent changes will, when adopted, result in a September 1966 or 1967 Edition of affected documents.

The Project Manual Concept is, in its simplest terms, a reorganization and renaming of that familiar book of bidding forms and contract documents usually labeled "Specifications" which, along with the drawings, are the documentary basis for all construction projects.

This book of "Specifications" contains a great deal more than its name implies. It normally includes the bidding documents, i.e., invitation, instructions, sample bid and bond and agreement forms, general and supplementary conditions, and information on alternates and unit prices, in addition to the specifications describing the materials and performance expected by the application of construction methods. The book may even contain a schedule of the drawings pertaining to the project. The book is indeed a manual of project bidding requirements and contract documents.

The materials included in the Project Manual fall into two general categories: 1) those describing the requirements for bidding and 2) those that become part of the contract documents upon the signing of the construction contract. Within each of these two categories all of the familiar instructions, forms, etc., are organized as outlined here.

Outline of Contents of Project Manual

TITLE PAGE

TABLE OF CONTENTS

ADDENDA (if bound in Project Manual)

1.0 BIDDING REQUIREMENTS

These bidding requirements are bound into the Project Manual with the Contract Documents for the convenience of the bidders.

1.1 Invitation to Bid or Advertisement

- · Exact title of project and its location
- · Name of owner
- · Person to receive bids
- · Place for receipt of bids
- · Time for receipt of bids
- · Type of bid opening
- · Short description of project, scope and type of construction
- · Type of contract
- · Place for examining bidding documents
- · Place for obtaining bidding documents
- · Time bidding documents avail-
- · Procedure for obtaining bidding documents
- · Statement of what bonds will be
- · Statement on time of completion and liquidated damages

1.2 Instruction to Bidders

- Qualifications of bidders
- · Clarification of bidder's ques-
- Addendum
- Bid Guarantee requirements (Bid Bond)
- · Procedure for execution of bids
- · Procedure for submission of bids
- Procedure for withdrawal or modifications of bids
- · Procedure for opening of bids
- · Conditions for rejection of bids
- · Procedure for award of contract
- · Return of Bidding Documents
- · Other instructions to bidders

1.3 Sample Forms

- · Bid
- · Bid Bond
- · Power-of-Attorney
- · Bidder's Qualification Question-

- Performance & Payment BondsNon-Collusion Affidavit
- · Certificate of Insurance
- · Other sample forms

2.0 CONTRACT DOCUMENTS

2.1 Agreement

2.2 Conditions of The Contract

2.2.1 General Conditions

- AIA Document A201
- 2.2.2 Supplementary Conditions
- · Examination of site
- Labor standards
- · Wages and hours
- · Insurance requirements
- · Unit prices, predetermined
- Payment to the contractor
- Time of completion
- · Partial occupancy
- · Bonus and penalty clause
- · Liquidated damages
- Guarantees and affidavits
- Type of contract (single or sepa-
- · Substitution of materials
- · Other conditions as required

2.3 Schedule of Drawings

2.4 Specifications

- 1 General Requirements
 - Summary of the work
 - · Schedules and reports
- Samples and shop drawings
- · Temporary facilities
- Cleaning up
- · Project closeout
- Allowances
- Alternates
- 2 Site work
- 3 Concrete
- 4 Masonry
- 5 Metal
- 6 Carpentry
- Weather Protection
- 8 Doors & Windows
- 9 Finishes
- 10 Specialties
- 11 Equipment
- 12 Furnishings
- 13 Special Construction
- 14 Conveying Systems
- 15 Mechanical
- 16 Electrical

The Committee on Specifications is proceeding with initial drafts of an Invitation to Bid and Advertisement, Instructions to Bidders, Bid Form and "how to prepare" commentary. As these studies continue, they will be reviewed with other committees under the Commission.

Meanwhile, each of these other committees is preparing new and revised documents that respond to and support the Project Manual Concept.

For a more detailed discussion of the Project Manual, see AIA Architect's Handbook of Professional Practice, Chapter 14, 1966 Edition.



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How to Communicate with Legislators

Here are three simple recommendations for effective communication with your Legislator:

(1) KNOW YOUR LEGISLATOR: If you don't, it is your own fault because your Legislator is about the easiest public servant to meet. Don't feel that your contact with your Legislator is an imposition on him. As long as he hears from his constituency, he knows he is on the right "wave length." He respects your straightforward communication and he never tires of hearing from you when you can contribute to the welfare of the State. He wants to know you and your problem even more than you want to know him because after all he realizes he is your voice in the capitol and he is very much influenced by your suggestions.

(2) KNOW YOUR SUBJECT: Every day your Legislator receives dozens of letters and he has little or no staff to answer these letters. Only 1 letter in 25 is from a constituent who knows his subject. Every day your Legislator may receive dozens of telegrams urging his vote for or against a certain bill. At best the telegram is brief and does not provide enough information about you or the bill.

The most effective correspondence with your Legislator is to talk with him personally and if this is not possible, write him a letter on your business letterhead. Base this communication on what you know from your own personal experience. Provide your Legislator with facts and figures. Be complete but also be brief.

(3) KNOW THE PROCEDURE TO FOLLOW: Your Legislator is a busy man who must attend to the business of earning a living for his family in addition to serving you and your neighbors in the Legislature. His time is precious. While personal contact is by far the most effective way to communicate with him, be prepared to get your message across in a minimum period of time. Remember, numerous other people are anxious to speak with him.

During the session, your Legislator either is attending committee meetings or is on the floor where legislation is being considered. Only in the evening does he usually get a chance to read letters and telegrams. Time is precious here also.

If your Legislator is not a member of the committee concerned with a specific bill, you should request that he discuss the legislation with the members of the pertinent committee. Write to your Legislator when the bill is pending in committee. Don't wait until it is on the floor. If your Legislator pleases you with his vote on any issue, write and tell him so. Once in a great while he gets a letter of thanks, and he is very likely to remember it when he does.

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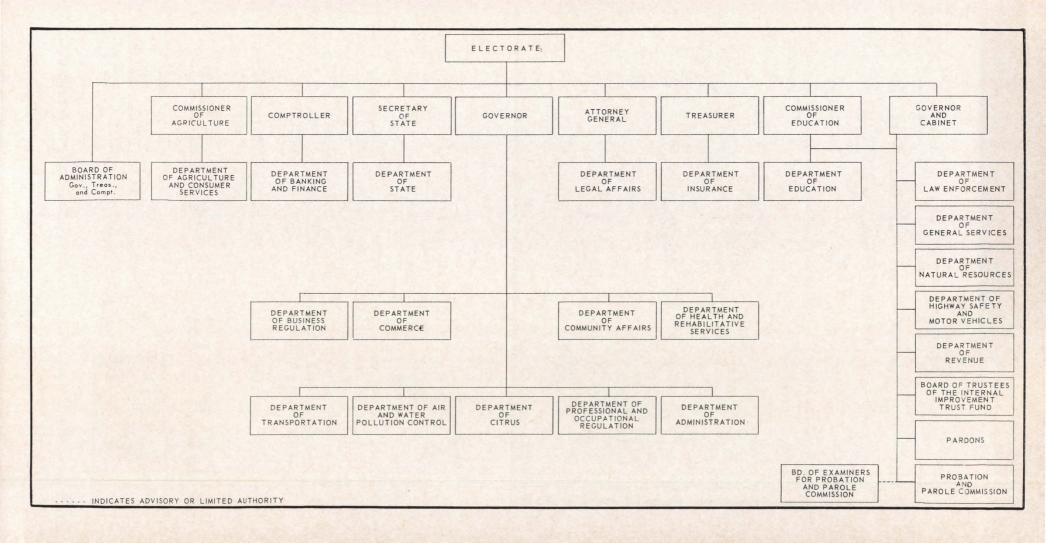
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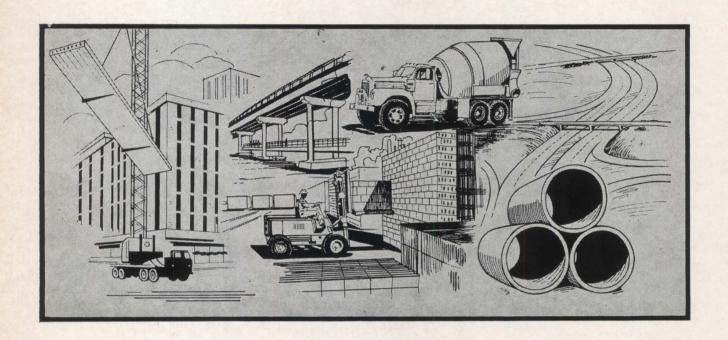
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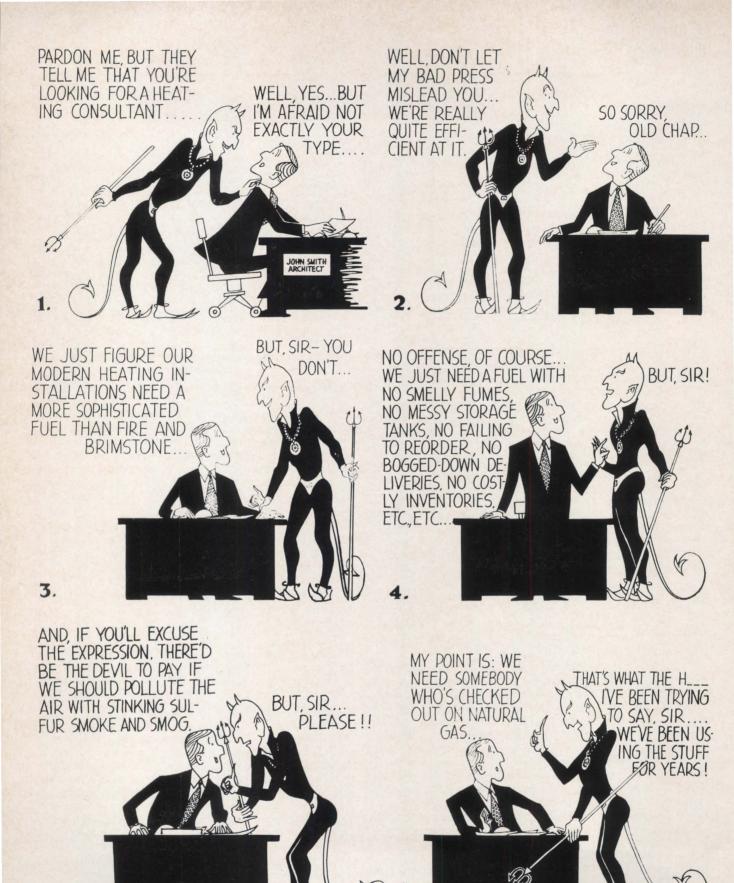
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PLANTS AND OFFICES IN TAMPA AND MIAMI

Florida Mechanics' Lien Law

- 731.01 Definitions.—As used in part I of this chapter:
- (1) Contract means an agreement for improving real property, written or unwritten, express or implied, and includes extras or change orders herein defined.
- (2) Contractor means a person other than a materialman or laborer who enters into a contract with the owner of real property for improving it, or who takes over from a contractor as above defined the entire remaining work under such contract.
- (3) Contract price means the amount agreed upon by the contracting parties for performing all labor and services and furnishing all materials covered by their contract and shall be increased or diminished, as the case may be, by the price of any extras or change orders as herein defined, or by any amounts attributable to altered specifications, defects in workmanship or materials or any other breaches of the contract; provided, that no penalty or liquidated damages between the owner and a contractor shall diminish the contract price as to any other lienor. If no price is agreed upon by the contracting parties this term shall mean the value of all labor, services or materials covered by their contract, with any increases and diminutions, as above provided.
- (4) Direct contract means a contract as herein defined between the owner and any other person.
- (5) Extras or change orders means labor, services or materials for improving real property authorized by the owner and added to or deleted from labor, services or materials covered by a previous contract between the same parties.
- (6) Furnish materials means supply materials which are incorporated in the improvement including normal wastage in construction operations; or specially fabricated materials for incorporation in the improvement; or supply materials used for the constructon and not remaining in the improvement, subject to diminution by the salvage value of such materials; and includes supplying tools, appliances or machinery used on the particular improvement to the extent of the reasonable rental value for the period of actual use (not determinable by the contract for rental unless the owner is a party thereto), but does not include supplying hand tools. The delivery of materials to the site of the improvement shall be prima facie evidence of incorporation of such materials in the improvement.
- (7) Improve means build, erect, place, make, alter, remove, repair or demolish any improvement over, upon, connected with, or beneath the surface of any land or other real property, or excavate any land, or furnish materials for any of such purposes, or perform any labor or services upon such improvement; or perform any labor or services or furnish any materials in grading, seeding, sodding, or planting for landscaping purposes, or in equipping any such improvement with fixtures or permanent apparatus.

- (8) Improvement means any building, structure, construction, demolition, excavation, landscaping or any part thereof existing, built, erected, placed, made or done on land or other real property for its permanent benefit.
- (9) Laborer means any person other than an architect, landscape architect, engineer, land surveyor and the like who, under properly authorized contract, personally performs on the site of the improvement labor or services for improving real property and does not furnish materials or labor service of others.
- (10) Lienor means any person having a lien or prospective lien upon real property by virtue of this chapter and includes his successor in interest.
- (11) Materialman means any person who furnishes materials under contract to the owner, contractor or subcontractor on the site of the improvement or for direct delivery to the site of the improvement or for specially fabricated materials off the site of the improvement for the particular improvement, and who performs no labor in the installation thereof.
- (12) Owner means the owner of any legal or equitable interest in real property, which interest can be reached and sold by any legal process, who enters into a contract for the improvement of such real property.
- (13) Perform or furnish when used in connection with the words labor or services or materials means performance or furnishing by the lienor or by another for him.
- (14) Real property means the land that is improved and the improvements thereon, including fixtures, except any such property owned by the state, county, any municipality, school board, or governmental agency, commission or political subdivision.
- (15) Site of the improvement means the real property which is being improved and on which labor or services are performed or materials furnished in furtherance of the operations of improving such real property. In cases of removal, without demolition and under contract, of an improvement from one lot, parcel or tract of land to another, this term means the real property to which the improvement is removed.
- (16) Subcontractor means a person other than a materialman or laborer who enters into a contract with a contractor for the performance of any part of such contractor's contract.
- (17) Subsubcontractor means a person other than a materialman or laborer who enters into a contract with a subcontractor for the performance of any part of such subcontractor's contract.



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5.

Lien Law, Continued

- (18) Commencement of the improvement means the time of filing for record of the notice of commencement provided in \$713.13.
- (19) Lienors giving notice means any lienor, except a contractor, who has duly served a notice to owner as provided in \$713.06(2).
- (20) Notice by lienor means the notice to owner served as provided in \$713.06(2).
- (21) Notice of commencement means the notice recorded as provided in \$713.13 and the giving of notice shall be effective upon the filing in the clerk's office.
- (22) Claim of lien means the claim recorded as provided in §713.08.
- (23) Clerk's office means the office of the clerk of the circuit court of the county in which the real property is located.
- (24) Post or posting means placing the document referred to on the site of the improvement in a conspicuous place on the front of said site and such document shall be protected from the weather.

713.02 Types of lienors and exemptions.—

- (1) Persons performing the services described in \$713.03 shall have rights to a lien on real property as provided in that section.
- (2) Persons performing services or furnishing materials for subdivision improvements as described in \$713.04 shall have rights to a lien on real property as provided in that section.
- (3) Persons who are in privity with an owner and who perform labor or services or furnish materials constituting an improvement or part thereof shall have rights to a lien on real property as provided in \$713.05.
- (5) Any improvement to an existing improvement for which the contract price is five hundred dollars or less and which is completed within six months from actual commencement thereof shall be exempt from all other provisions of part I of this chapter except the provisions of \$713.05.
- (6) In any direct contract the owner may require the contractor to furnish a payment bond as provided in \$713.23 and upon receipt of such bond the owner shall be exempt from the other provisions of parts I and II of this chapter and of chapter 85, but this does not exempt the owner from the lien of the contractor who furnishes the bond. The owner may post said bond or a copy thereof.

713.03 Liens for professional services.—

- (1) Any person who performs services as architect, land-scape architect, engineer or land surveyor, subject to compliance with and the limitations imposed by part I of this chapter, shall have lien on the real property improved for any money that shall be owing to him for his services in preparing plans, specifications or drawings used in connection with improving the real property or for his services in supervising any portion of the work of improving the real property, rendered in accordance with his contract and with the direct contract.
- (2) Any architect, landscape architect, engineer or land

- surveyor who has a direct contract and who in the practice of his profession shall perform services, by himself or others, in connection with a specific parcel of real property and subject to said compliances and limitations, shall have a lien upon such real property for the money owing to him for his professional services, regardless of whether such real property is actually improved.
- (3) No liens under this section shall be acquired until a claim of lien is recorded. No lienor under this section shall be required to serve a notice to owner as provided in \$713.06(2).
- 713.04 Subdivision improvements. Any lienor who. regardless of whether in privity, performs services or furnishes material to real property for the purpose of making it suitable as the site for the construction of an improvement or improvements shall be entitled to a lien on the real property for any money that shall be owing to him for his services or materials. The work of making real property suitable as the site of an improvement shall include but shall not be limited to the grading, leveling, excavating and filling of land (including the furnishing of fill soil), the grading and paving of streets, curbs and sidewalks, the construction of ditches and other area drainage facilities, and the laying of pipes and conduits for water, gas, electric, sewage and drainage purposes, and construction of canals and shall also include the altering, repairing and redoing of all said things. When such services or materials are placed on land dedicated to the public use and are furnished under contract with the owner of the abutting land, the cost of such services and materials, if unpaid, may be the basis for a lien upon said abutting land. When such services or materials are placed on such land under contract with the owner of such land who subsequently dedicates portions of such lands to public use, the person furnishing the services or materials placed upon the dedicated land shall be entitled to a lien upon the land abutting the dedicated land for the unpaid cost of the services and materials placed upon the dedeicated land, or in the case of improvements which serve or benefit real property which is divided by such improvements, to a lien upon each abutting portion for the equitable portion of the full amount due and owing. If the portion of the cost to be borne by each parcel of the land subject to the same lien is not specified in the contract it shall be prorated equitably among the parcels served or benefited. No lien under this section shall be acquired until a claim of lien is recorded.
- 713.05 Liens of persons in privity.—A materialman or laborer, either of whom is in privity with the owner, or a contractor who complies with the provisions of part I of this chapter and is subject to the limitations thereof, shall have a lien on the real property improved for any money that shall be owing to him for labor, services, materials or other items required by or furnished in accordance with the direct contract. No lien under this section shall be acquired until a claim of lien is recorded. A lienor who, as a subcontractor, laborer or materialman not in privity with the owner, commences to furnish labor, services or material to such an improvement and who thereafter becomes in privity with the owner shall have such a lien for any money that shall be owing to him for such labor, services or materials furnished after he becomes in privity with the owner; provided, such a lienor may record one claim of lien to cover his work done both in privity with the owner and not in privity with the owner. No lienor under this section shall be required to serve a notice to owner as provided in \$713.06(2). A contractor may claim

Lien Law, Continued

a lien for any labor, services or materials furnished by another lienor for which he is obligated to pay such lienor regardless of the right of such lienor to claim a lien but if such lienor claims a valid lien, the contractor shall not recover the amount of the contractor's claim of lien may be reduced accordingly by court order.

713.06 Liens of persons not in privity; proper payments.—

- (1) A materialman or laborer, either of whom is not in privity with the owner, or a subcontractor who complies with the provisions of part I of this chapter and is subject to the limitations thereof, shall have a lien on the real property improved for any money that shall be owing to him for labor, services or materials furnished in accordance with his contract and with the direct contract. The total amount of all liens allowed under part I of this chapter for furnishing labor, services or material covered by any certain direct contract shall not exceed the amount of the contract price fixed by said direct contract except as provided in subsection (3) of this section.
- (2) (a) All lienors under this section, except laborers, as a prerequisite to perfecting a lien under this chapter and recording a claim of lien, shall be required to serve a notice on the owner setting forth the lienor's name and address, a description sufficient for identification of the real property, and the nature of the services or materials furnished or to be furnished. This notice must be served before commencing or not later than forty-five days from commencing to furnish his services or materials but in any event before the date of furnishing the affidavit under subsection (3) (d)1., of this section, or abandonment, whichever shall occur first. The serving of this notice shall not dispense with recording the claim of lien. This notice shall not be deemed to constitute a lien, cloud or encumbrance on said real property nor actual nor constructive notice of any of the same.
- (b) If the owner, in his notice of commencement, shall have designated a person in addition to himself to receive a copy of such lienor's notice, as provided in \$713.-13(1)(g), the lienor shall mail a copy of his notice to the person so designated. Failure by the lienor to mail such copy, however, shall not invalidate an otherwise valid lien.
- (c) The notice may be in substantially the following form:

NOTICE TO OWNER

| То |
|--|
| (owner's name and address) |
| The undersigned hereby informs you that he has furnished or is furnishing services or materials as follows: |
| (general description of services or materials) for the improvement of the real property identified as |
| (property description) |
| under an order given by |
| Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with \$713.06, Florida Statutes. |

- (3) The owner may make proper payments on the direct contract as to lienors under this section, in the following manner:
- (a) The owner shall not pay any money on account of a direct contract prior to recording of the notice provided in \$713.13, and any amount so paid shall be held improperly paid.
- (b) The owner at any time after recording the notice provided in \$713.13, may pay to any laborers the whole or any part of the amounts that shall then be due and payable to them respectively for labor or services performed by them and covered by the direct contract, and shall deduct the same from the balance due the contractor under a direct contract.
- (c) When any payment becomes due to the contractor on the direct contract, except the final payment:
- 1. The owner shall pay or cause to be paid, within the limitations imposed by subparagraph 2. the sum then due to each lienor giving notice prior to the time of said payment. The owner may require (and in such event, the contractor shall furnish as a prerequisite to requiring payment to himself) an affidavit as prescribed in paragraph (d)1. of this subsection, on any payment made or to be made on a direct contract; provided, the furnishing of any such affidavit shall not relieve the owner of his responsibility to pay or cause to be paid all lienors giving notice as aforesaid. Except laborers, the owner shall be under no obligation to any lienor from whom he has not received a notice at the time of making any such payment.
- 2. When the payment due is insufficient to pay all bills of licnors giving notice, the owner shall prorate the amount then due under the direct contract among the lienors filing notices pro rata in the manner prescribed in subsection (4) of this section. Lienors receiving money shall execute partial releases as provided in §713.20(2)), to the extent of the payment received.
- 3. If any affidavit permitted hereunder recites any outstanding bills for labor, services or materials, the owner may pay such bills in full direct to the person or firm to whom they are due if the balance due on the direct contract at the time the affidavit is given is sufficient to pay such bills and shall deduct the amounts so paid from the balance of payment due the contractor.
- 4. No person furnishing labor or material or both who is required to serve a notice under subsection (2)(a) of this section and who did not serve such notice and whose time for such service has expired shall be paid because he is listed in an affidavit furnished by the contractor under this subsection until all lienors giving notice and lienors listed in such affidavit whose time for serving such notice has not expired have been paid in full. If there is a balance due the contractor after all of said lienors have been paid in full, any of said persons who failed to serve timely notice shall be paid in full or pro rata according to the amounts of their claims to the extent of such balance due the contractor; provided, this shall not be construed to permit any claim or demand whatsoever by said persons failing to serve timely notice against the owner.
- (d) When the final payment under a direct contract becomes due the contractor:

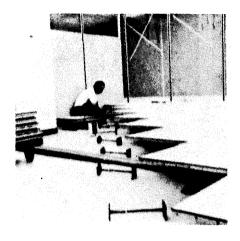
- 1. The contractor shall give the owner an affidavit stating, if that be the fact, that all lienors have been paid in full or, if the fact be otherwise, showing the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. The contractor shall have no lien or right of action against the owner for labor, services or materials furnished under the direct contract while in default by reason of not giving the owner such affidavit. The contractor shall execute such affidavit and deliver it to the owner at least five days before instituting suit as a prerequisite to the institution of any suit to enforce his lien under this chapter.
- 2. If the contractor's affidavit required in this subsection recites any outstanding bills for labor, services or materials the owner may, after giving the contractor at least ten days' written notice, pay such bills in full direct to the person or firm to whom they are due, if the balance due on a direct contract at the time the affidavit is given is sufficient to pay them and lienors giving notice, and shall deduct the amounts so paid from the balance due the contractor. Lienors listed in said affidavit not giving notice may be paid nevertheless.
- 3. If the balance due is not sufficient to pay in full all lienors listed in the affidavit given by the contractor at that time and other lienors giving notice, the owner shall pay no money to anyone until such time as the contractor has furnished him with the difference; provided, that if the contractor fails to furnish the difference within ten days from delivery of the affidavit or notice from the owner to the contractor to furnish the affidavit, the owner shall determine the amount due each lienor and shall disburse to them the amounts due from him on a direct contract in accordance with the procedure established by subsection (4) of this section.
- 4. The owner shall have the right to rely on the contractor's affidavit given under this subparagraph in making the final payment unless there are lienors giving notice who are not listed in said affidavit. If there are lienors giving notice who are not so listed, the owner may pay said lienors and any persons listed in said affidavit and shall thereupon be discharged of any further responsibility under the direct contract except for any balance which may be due to the contractor.
- 5. The owner shall retain the last payment due under a contract or ten percent of the original contract price, whichever is larger, which shall not be disbursed until the contractor's affidavit under paragraph (d)1. of this subsection has been delivered to the owner.
- 6. When final payment has become due to the contractor and the owner fails to withhold as required by paragraph (d) 5. of this subsection, the property improved shall be subject to the full amount of all valid liens of which the owner has notice at the time the contractor furnishes his affidavit.
- (e) If the improvement is abandoned before completion, the owner shall determine the amount due each lienor giving notice and shall pay the same in full or prorate in the same manner as provided in subsection (4) of this section.
- (f) No contractor shall have any right to require the owner to pay any money to him under a direct contract

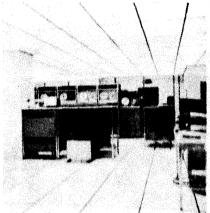
- if such money cannot be properly paid by the owner to the contractor in accordance with this section.
- (g) Except with written consent of the contractor, before paying any money directly to any lienor except the contractor or any laborer, the owner shall give the contractor at least ten days' written notice of his intention to pay each lienor.
- (h) When the owner has properly retained all sums required in this section to be retained but has otherwise made improper payments, the owner's real property shall be held liable to all laborers, subcontractors and materialmen complying with this chapter only to the extent of such retentions and such improper payments, notwith-standing the provisions of this subsection. Any money paid by the owner on a direct contract, the payment of which is proved to have caused no detriment to any certain lienor, shall be held to have been properly paid as to such lienor, and if any of such money shall be held not properly paid as to any other lienors, the entire benefit of its being held not properly paid as to them shall go to such lienors.
- (4) (a) In determining the amounts for which liens between lienors claiming under a direct contract shall be paid by the owner or allowed by the court within the total amount fixed by the direct contract and under the provisions of this section, the owner or court shall pay or allow such liens in the following order:
- 1. Liens of all laborers.
- 2. Liens of all persons other than the contractor.
- 3. Lien of the contractor.
- (b) Should the total amount for which liens under such direct contract may be allowed be less than the total amount of liens under such contract in all classes above mentioned, all liens in a class shall be allowed for their full amounts before any liens shall be allowed to any subsequent class. Should the amount applicable to the liens of any single class be insufficient to permit all liens within that class to be allowed for their full amounts, each lien shall be allowed for its pro rata share of the total amount applicable to liens of that class; but if the same labor, services, or materials shall be covered by liens of more than one class, such labor, services, or materials shall be allowed only in the earliest class by which they shall be covered; and also if the same labor, services, or materials shall be covered by liens of two or more lienors of the same class, such labor, services or materials shall be allowed only in the lien of the lienor farthest removed from the contractor. This section shall not be construed to affect the priority of liens derived under separate direct contracts.

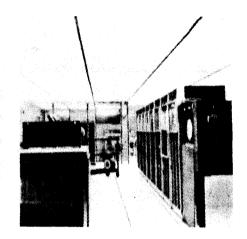
713.07 Priority of liens.—

- (1) Liens under §§713.03 and 713.04 shall attach at the time of recordation of the claim of lien and shall take priority as of that time.
- (2) Liens under \$\$713.05 and 713.06 shall attach and take priority as of the time of recordation of the notice of commencement, but in the event a notice of commencement is not filed, then such liens shall attach and take priority as of the time the claim of lien is recorded.

SUPPLIED AND INSTALLED





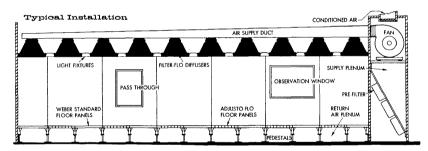


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P.O. BOX 68-501 MIAMI, FLORIDA 33168

SHOWCASE & FIXTURE COMPANY

Lien Law, Continued

- (3) All such liens shall have priority over any conveyance, encumbrance or demand not recorded against the real property prior to the time such lien attached as provided herein, but any conveyance, encumbrance or demand recorded prior to the time such lien attaches and any proceeds thereof, regardless of when disbursed, shall have priority over such liens.
- (4) If construction ceases before completion and the owner desires to recommence construction, he may pay all lienors in full or pro rata in accordance with §713.-06(4), prior to recommencement in which event all liens for the recommenced construction shall take priority from such recommencement; or the owner may record an affidavit in the clerk's office stating his intention to recommence construction and that all lienors giving notice have been paid in full except those listed therein as not having been so paid in which event thirty days after such recording, the rights of any person acquiring any interest, lien or encumbrance on said property or of any lienor on the recommenced construction shall be paramount to any lien on the prior construction unless such prior lienor records a claim of lien within said thirty day period. A copy of said affidavit shall be served on each lienor named therein. Before recommencing, the owner shall record and post a notice of commencement for the recommended construction, as provided in \$713.13.

713.08 Claim of lien.—

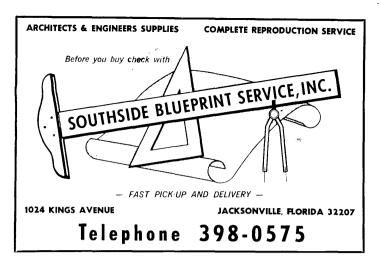
- (1) For the purpose of perfecting his lien under part I of this chapter every lienor, including laborers and persons in privity, shall record a claim of lien which shall state:
- (a) The name of the lienor and the address where notices or process under part I of this chapter may be served on the lienor.
- (b) The name of the person with whom the lienor contracted or by whom he was employed.
- (c) The labor, services or materials furnished and the contract price or value thereof. Materials specially fabricated at a place other than the site of the improvement for incorporation in the improvement but not so incorporated and the contract price or value thereof shall be separately stated in the claim of lien.
- (d) A description of the real property sufficient for identification.
- (e) The name of the owner.
- (f) The time when the first and the last item of labor or service or materials was furnished.
- (g) The amount unpaid the lienor for such labor or services or materials.
- (h) If the lien is claimed by a person not in privity with the owner, the date and method of service of the notice to owner.
- (2) The claim of lien shall be signed and verified on personal oath by the lienor, his agent or attorney acquainted with the facts stated therein.
- (3) Such claim of lien shall be sufficient if it is in substantially the following form:

CLAIM OF LIEN

| State of |
|---|
| County of |
| Before me, the undersigned authority, personnaly appeared, who, being duly sworn, |
| says that he is (the lienor hercin) (the (agent) (attorney) |
| of the lienor herein) whose |
| address is, and that in pursuance |
| of a contract with, lienor fur- |
| nished labor, services or materials consisting of |
| on the following described real property in |
| County Florida: owned by |
| of a total value of \$ |
| of which there remains unpaid \$ and fur- |
| nished the first of the same on, 19, |
| and the last of the same on, 19, and |
| (if the lien is claimed by one not in privity with the owner) that the lienor served his notice to owner on, 19, by |
| Sworn to and subscribed before me this day of, 19 |

Notary Public My commission expires:

- (4) (a) The ommissions of any of the foregoing details or errors in such claim of lien shall not, within the discretion of the trial court, prevent the enforcement of such lien as against one who has not been adversely affected by such omission or error.
- (b) Any claim of lien recorded as provided in part I of this chapter may be amended at any time during the period allowed for recording such claim of lien, provided, that such amendment shall not cause any person to suffer any detriment by having acted in good faith in reliance upon such claim of lien as originally recorded. Any amendment of the claim of lien shall be recorded in the same manner as is provided for recording the original claim of lien.
- (c) Failure to serve any claim of lien in the manner provided in \$713.18, within ten days after recording shall render the claim of lien voidable to the extent that such failure or delay is shown to have been prejudicial to any person entitled to rely thereon.
- 5) The claim of lien may be recorded at any time during the progress of the work or thereafter but not later than ninety days after the final furnishing of the labor or services or materials by the lienor; provided if the original contractor defaults or the contract is terminated under §713.07(4), no claim for a lien attaching prior to such default shall be recorded after ninety days from the date of such default or ninety days after the final performance of labor or services or furnishings of materials, whichever occurs first. The claim of lien shall be recorded in the clerk's office. If such real property is situated in two or more counties the claim of lien shall be recorded in the clerk's office in each of such counties. The recording of the claim of lien shall be constructive notice to all persons of the contents and effect of such claim. The validity of the lien and the right to record a claim therefor shall not be affected by the insolvency, bankruptcy or death of the owner before the claim of lien is recorded.
- 713.09 When single claim of lien sufficient.—
- (1) A lienor shall be required to record only one claim of lien covering his entire demand against such real property where the amount demanded is for labor or services or materials furnished for more than one improvement on a single lot, parcel, or tract of land, or for a single



Lien Law, Continued

improvement on contiguous or adjacent lots, parcels, or tracts of land, or for more than one improvement to be operated as a single plant but located on separate lots, parcels, or tracts of land, or for more than one improvement to be operated as separate units on separate lots, parcel or tracts of land but improved in one continuous building operation, such as, but not limited to, a housing or multiple unit dwelling project, or a multiple separate unit development, and made or to be made in each case under the same direct contract. The claim of lien shall then be applicable to such lots, parcels or tracts of land and the improvements thereon included therein but not previously released in writing, and proof of delivery of materials at the order of the purchaser to any of such lots, parcels or tracts of land shall be prima facie sufficient to support a lien on any or all of such lots, parcels or tracts of land so improved.

(2) In the event the project consists of six or more improvements or one improvement costing more than fifty thousand dollars, and delivery is to a place, other than the site of improvement, designated by the purchaser, such as, but not limited to, a warehouse concentration point, cutting or fabricating plant, of materials ordered by the purchaser to be used on one or more of such improvements, there shall be served upon the owner a notice, signed and acknowledged by both the seller and purchaser, substantially as follows:

NOTICE OF DELIVERY

Notice is hereby given that materials having a value of \$ _____ have been delivered by the undersigned vendor to ______ at ______, (purchaser) (address of delivery) said materials to be used for construction of improvements upon the following described property situated in ______ County, Florida, to wit:

Vendor

The service of said notice shall not create a lien, but shall be proof of delivery of the materials referred to in said notice sufficient to support a lien therefor on any or all of such lots, parcels or tracts of land described in said notice; provided, however, that no lien shall attach to any one or more of such lots, parcels or tracts of land by lienors subject thereto until compliance with \$713.

Purchaser

06(2), when required, and \$713.08, and provided further, that no lien shall attach to any one or more of such lots, parcels or tracts of land previously relased in writing or upon which the improvement has been completed for a period of ninety days.

713.10 Extent of liens.—Except as provided in §713.12, liens under part I of this chapter shall extend to, and only to, the right, title and interest of the person who contracts for the improvement as such right, title and interest exists at the commencement of the improvement or is thereafter acquired in the real property. When an improvement is made by a lessee in accordance with an agreement between such lessee and his lessor, liens shall extend also to the interest of such lessor. In the absence of fraud on the part of the lessor, the interest of the lessor shall not be subject to liens for improvements made by the lessee when the lease is recorded in the clerk's office and the terms of the lease expressly prohibit such liability.

713.11 Liens for improving land in which the contracting party has no interest.—When the person contracting for improving real property has no interest as owner in the land, no lien shall attach to the land, except as provided in \$713.12, but if removal of such improvement from the land is practicable, the lien of a lienor shall attach to the improvement on which he has performed labor or services or for which he has furnished materials. The court, in the enforcement of such lien, may order such improvement to be separately sold and the purchaser may remove it within such reasonable time as the court may fix. The purchase price for such improvement shall be paid into court. The owner of the land upon which the improvement was made may demand that the land be restored substantially to its condition before the improvement was commenced, in which case the court shall order its restoration and the reasonable charge therefor shall be first paid out of such purchase price and the remainder shall be paid to lienors and other encumbrancers in accordance with their respective rights.

713.12 Liens for improving real property under contract with husband or wife on property of the other or of both.

—When the contract for improving real property is made with a husband or wife who is not separated and living apart from his or her spouse and the property is owned by the other or by both, the spouse who contracts shall be deemed to be the agent of the other to the extent of subjecting the right, title, or interest of the other in said property to liens under part I of this chapter unless such other shall, within ten days after learning of such contract,

give the contractor and record in the clerk's office, notice of his or her objection thereto.

713.13 Notice of commencement.—

- (1) An owner or his authorized agent before actually commencing to improve any real property, or recommencing completion of any improvement after default or abandonment, whether or not a project has a payment bond complying with \$712.23, shall record a notice of Commencement in the clerk's office and forthwith post a certified copy thereof containing the following information:
- (a) A description sufficient for identification of the real property to be improved. The description should include the legal description of the property and also should include the street address of the property if available or, if there is no street address available, such additional information as will describe the physical location of the real property to be improved.
- (b) A general description of the improvement.
- (c) The name and address of the owner as defined in §713.01, his interest in the site of the improvement, and the name and address of the fee simple title holder, if other than such owner.
- (d) The name and address of the contractor.
- (e) The name and address of the surety on the payment bond under §713.23, if any, and the amount of such bond.
- (f) The name and address within the state of a person other than himself who may be designated by the owner as the person upon whom notices or other documents may be served under part I of this chapter, and service upon the person so designated shall constitute service upon the owner.
- (g) The owner, at his option, may designate a person in addition to himself to receive a copy of the lienor's notice as provided in \$713.06(2)(b), and if he does so, the name and address of such person shall be included in the notice of commencement.
- (2) If the improvement described in said notice is not actually commenced within thirty days after the recording thereof, such notice shall be void and of no further effect.
- (3) Neither the recording of a notice of commencement nor the posting of a copy thereof shall constitute a lien, cloud or encumbrance on real property, nor actual nor constructive notice of any of the same.
- (4) This section does not apply to an owner who is constructing improvements described in \$713.04.
- (5) Unless otherwise provided in the notice of commencement or a new or amended notice of commencement, any notice or commencement heretofore or hereafter recorded shall not be effective as to any person acquiring title or any interest in real property from the owner or under him after one year from the date of recording the notice of commencement.
- 713.35 Forms of notice of commencement of construction.—
- (1) When an owner of real property upon which im-

- provements are to be made applies (cither in person or by an agent) for a building permit, the authority issuing such permit shall, when required to do so by ordinance or resolution of the governing body, furnish to the applicant two or more copies of a form of notice of commencement conforming with the provisions of \$713.13, together with a concise printed statement explaining the provisions of the Florida mechanics' lien law, part I of this chapter, relating to the recording and to the posting of copies of notices of commencement and encouraging the owner to record a notice of commencement and post a copy thereof in accordance with the provisions of \$713.13.
- (2) The several boards of county commissioners, municipal councils or other similar bodies may by ordinance or resolution establish reasonable fees for furnishing copies of the forms and the printed statement in an amount not to exceed two dollars to be paid by the applicant for each permit in addition to all other costs of the permit; provided, however, that no forms or statement need be furnished nor shall such additional fee be obtained from applicants for permits in those cases where the owner of a legal or equitable interest (including that of ownership of stock of a corporate landowner) of the real property to be improved is engaged in the business of construction of buildings for sale to others and intends to make the improvements authorized by the permit on the property and upon completion will offer the improved real property for sale.
- (3) This section shall apply to every municipality and county in the state which now or hereafter may have a system of issuing building permits for the construction of improvements or for the alteration or repair of improvements on or to real property located within the geographic limits of the issuing authority.

713.14 Application of money to materials account.—

- (1) Any owner, contractor, or subcontractor in making any payment under or properly applicable to any contract to one with whom he has a running account, or with whom he has more than one contract, or to whom he is otherwise indebted, shall designate the contract under which the payment is made or the items of account to which it is to be applied and if he shall fail to do so or shall make a false designation he shall be liable to anyone suffering a loss in consequence for the amount of such loss.
- (2) When a payment for materials is made to a subcontractor, or materialman, such subcontractor or materialman shall demand of the person making such payment a designation of the account and the items of account to which such payment is to apply. In any case where a lien is claimed for materials furnished by a subcontractor or materialman, it shall be a defense to such claim to prove that a payment made by the owner to the contractor for such materials has been paid over to such subcontractor or materialman, and to prove also that when such payment was received by such subcontractor or materialman he did not demand a designation of the account and of the items of account to which such payment was to be applied for, receiving a designation of its application to the account for such materials, he failed to apply such payment in accordance therewith; provided this subsection shall be deemed to be cumulative to any other defenses available to the person paying said materialman or subcontractor.

Lien Law, Continued

713.15 Repossession of materials not used.—If for any reason the completion of an improvement is abandoned or though the improvement is completed, materials delivered are not used therefor, a person who has delivered materials for the improvement which have not been incorporated therein and for which he has not received payment may peaceably repossess and remove such materials or replevy the same and thereupon he shall have no lien on the real property or improvements and no right against any persons for the price thereof, but shall have the same rights in regard to the materials as if he had never parted with their possession. This right to repossess and remove or replevy the materials shall not be affected by their sale, encumbrance, attachment, or transfer from the site of improvement, except that if the materials have been so transferred, the right to repossess or replevy them shall not be effective as against a purchaser or encumbrancer thereof in good faith whose interest therein is acquired after such transfer from the site of the improvement or as against a creditor attaching after such transfer. The right of repossession and removal given by this section shall extend only to materials whose purchase price does not exceed the amount remaining due to the person repossessing but where materials have been partly paid for, the person delivering them may repossess them as allowed in this section on refunding the part of the purchase price which has been paid.

713.16 Copy of contract and statements of account may be demanded.—

- (1) A copy of the contract of a lienor or owner and a statement of the amount due or to become due if fixed or ascertainable thereon shall be furnished by any party thereto, upon written demand of an owner or a lienor contracting with or employed by the other party to such contract. If the owner or lienor refuses or neglects to furnish such copy of the contract or such statement, or wilfully and falsely states the amount due or to become due if fixed or ascertainable under such contract, any person who suffers any detriment thereby shall have a cause of action against the person refusing or neglecting to furnish the same or wilfully and falsely stating the amount due or to become due for his damages sustained thereby. The information contained in such copy or statement furnished pursuant to such written demand shall be binding upon the owner or lienor furnishing it unless actual notice of any modification is given to the person demanding the copy or statement before such person acts in good faith in reliance on it. The person demanding such documents shall be required to pay for the reproduction thereof and if such person fails or refuses to do so, he shall be entitled only to inspect such documents at reasonable times and places.
- (2) The owner, at the time any payment is to be made by him to the contractor or directly to a lienor, may in writing demand of any lienor a written statement under oath of his account showing the nature of the labor or services performed and to be performed, the materials furnished and to be furnished, the amount paid on account to date, the amount due, and the amount to become due. Failure or refusal to furnish such statement within ten days after such written demand or the furnishing of a false or fraudulent statement shall deprive the person so failing or refusing to furnish such statement of his lien.
- 713.17 Materials not attachable for debts of purchaser.

 —Whenever materials have been furnished to improve

real property and payment therefor has not been made or waived, such materials shall not be subject to attachment, execution, or other legal process to enforce any debt due by the purchaser of such materials, except a debt due for the purchase price thereof, so long as in good faith the same are about to be applied to improve the real property; but if the owner has made payment for materials furnished and the materialman has not received payment therefor, such materials shall not be subject to attachment, execution, or other legal process to enforce the debt due for the purchase price.

713.18 Manner of serving notices, etc.—

- (1) Service of notices, claims of lien, affidavits, assignments and other instruments permitted or required hereunder, or copies thereof when so permitted or required, unless otherwise specifically provided in part I of this chapter, shall be made by one of the following methods:
- (a) By serving in the manner provided by law for the service of process.
- (b) By actual delivery to the person to be served; or, if a partnership, to one of the partners; or, if a corporation, to an officer, director, managing agent or business agent thereof.
- (c) By mailing the same, postage prepaid, by registered or certified mail to the person to be served at his last known address and evidence of delivery.
- (d) If none of the foregoing can be accomplished, by posting on the premises.
- (2) If the real property is owned by more than one person, a lienor may serve any notices or other papers under part I of this chapter on any one of such owners and this shall be deemed notice to all owners.
- 713.19 Assignment of lien.—A lien or prospective lien, except that of a laborer, may be assigned by the lienor at any time before its discharge. The assignment may be recorded in the clerk's office.

713.20 Waiver or release of liens.—

- (1) The acceptance by the lienor of an unsecured note for all or any part of the amount of his demand shall not constitute a waiver of his lien therefor unless expressly so agreed in writing, nor shall it in any way affect the period for filing the notice under \$713.06-(2), or the claim of lien under \$713.08.
- (2) Any person other than a laborer may waive his lien under this chapter at any time, either before or after furnishing services or materials. A laborer may waive his lien only to the extent of labor theretofore performed.
- (3) Any person may at any time waive, release or satisfy any part of his lien under part I of this chapter, either as to the amount due for labor performed, or for services or materials furnished or to be furnished, or as to any part or parcel of the real property.
- 713.21 Discharge of lien.—A lien properly perfected under this chapter may be discharged by any of the following methods:
- (1) By entering satisfaction of the lien upon the margin of the record thereof in the clerk's office when not other-

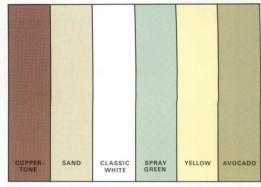
Continued on Page 97 ***→



Dwyer Kitchens ...in lifetime porcelain

lifetime porcelain kitchens

The porcelain enamel finish used on Dwyer Kitchens should not be confused with baked enamel or other painted finishes. This extremely hard, durable surface is literally "burned into" and not "baked onto" steel. Genuine porcelain is the ideal kitchen finish because it won't blister. burn or peel. It can't rust, discolor or fade. A non-porous, non-absorbent surface, porcelain is odor free, stainproof, scratch and shock resistant. It requires minimum attention food spatters and grease wipe clean easily and guickly.



Six colors to complement any decor. Colors other than CLASSIC WHITE are made "to order" at a nominal additional charge. Color selectors available on request.

Series 39 models

Feature distinctive styling—built to rigid institutional standards of quality. In less than 31/2 feet. the Series 39 provides gas or electric surface cooking units, deep bowl sink, and convenient worktop area. Large 6 cubic foot refrigerator has generous full-height door storage.



E 39 SC 39" wide

Units are 81" high 24½" deep



Series 84 models

The ultimate in compact kitchen design-offer unmatched convenience and capacity in a 7 foot kitchen. Large 10 cubic foot refrigerator contains roll-out shelves, full-width freezer, crisper and full-height door storage.



G 84 SCR Standard model

Units are 87" high 241/2" deep





Series 51 models

Combine dramatic new styling with full kitchen capacity and convenience. Provide sink, work area, 6 cubic foot refrigerator, oven and storage cabinets.

G 51 SC Standard model— 51" wide. Recess model is 54" wide. Both 87" high x 24½" deep.



Series 60 models

illustrated on cover

Engineered and designed as complete, fully functional kitchens. Include family size oven, one-piece seamless porcelain countertop, 6 cubic foot refrigerator, deep sink, and storage.

E 60 SC Standard model—60" wide. Recess model (cover illustration) is 63" wide. Both 87" high x 241/2" deep.



Series 69 models

Complete kitchen facilities designed into single compact units,—save valuable floor space.
New 8 cubic foot refrigerator with thin-wall urethane foam insulation, offers roll-out shelves and full-height door storage.

E 72 EC Recess model 72" wide

> Units are 87" high 24½" deep



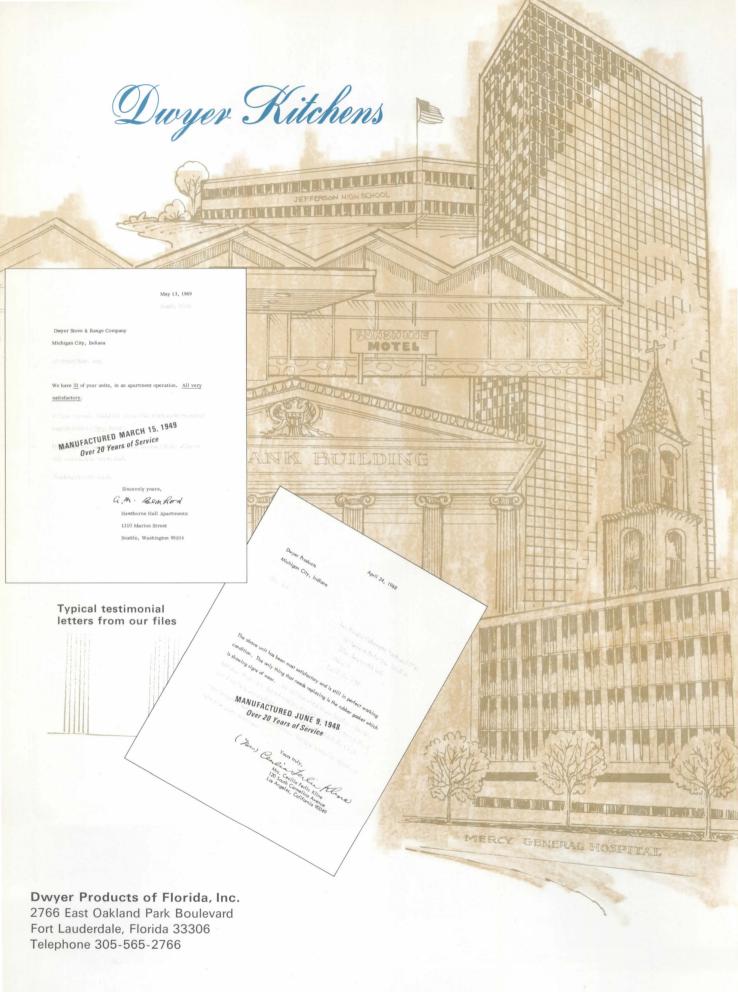
G 69 SC Standard model 69" wide



Series 400 models

Only 48" wide and 22" deep, the Dwyer 400 opens at a touch to provide convenient facilities for light refreshments, snacks or meals. Include 4 cubic foot refrigerator with freezer, electric surface cooking units, deep sink, storage cabinet and roll-out cutlery drawer. Key locks entire unit. Bodies are furniture enamel in distinctive sand or ebony colors.





LIEN LAW

Continued from Page 92

wise prohibited by law. This satisfaction shall be signed by the lienor, his agent or attorney and attested by said clerk. Any person who executes a claim of lien shall have authority to execute a satisfaction in the absence of actual notice of lack of authority to any person relying on the

- (2) By the satisfaction of the lienor, duly acknowledged and recorded in the clerk's office. Any person who executes a claim of lien shall have authority to execute a satisfaction in the absence of actual notice of lack of authority to any person relying on the same.
- (3) By failure to begin an action to enforce the lien within the time prescribed in part I of this chapter.
- (4) By an order of the circuit court of the county where the property is located, as provided in this subsection. Upon filing a complaint therefor by any interested party the clerk shall issue a summons to the lienor to show cause within twenty days why his lien should not be enforced by action or vacated and canceled of record. Upon failure of the lienor to show cause why his lien should not be enforced or his failure to commence such action before the return date of the summons the court shall forthwith order cancellation of the lien.
- (5) By recording in the clerk's office the original or a certified copy of a judgment or decree of a court of a competent jurisdiction showing a final determination of the action.

713.22 Duration of lien.—

- (1) No lien provided by part I of this chapter shall continue for a longer period than one year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction.
- (2) An owner or his agent or attorney may elect to shorten the time prescribed in subsection (1) of this section, within which to commence an action to enforce any claim o flien or claim against a bond or other security under §713.23 or §713.24 by recording in the clerk's office a notice in substantially the following form:

NOTICE OF CONTEST OF LIEN

| To: | |
|---------------------------------|-----------------------------|
| (Name and address | of lienor) |
| You are notified that the und | |
| of lien filed by you on | 19, and |
| recorded in Book | Page , of the |
| public records of | County, Florida, and that |
| the time within which you m | |
| lien is limited to 60 days from | the date of service of this |
| notice. This day o | f 19 |
| Signed: | |
| | Owner or Attorney |

The lien of any lienor upon whom such notice is served and who fails to institute a suit to enforce his lien within sixty days after service of such notice shall be extinguished automatically. The clerk shall mail a copy of the notice of contest to the lien claimant at the address shown in the claim of lien or most recent amendment thereto and shall certify to such service on the face of such notice and record the notice. Service shall be deemed complete upon mailing.

713.23 Payment bond.—The payment bond required to exempt an owner under parts I and II of this chapter and chapter 85 shall be furnished by the contractor in at least the amount of the original contract price before commencing the construction of the improvement under such direct contract. Such bond shall be executed as surety by a surety insurer authorized to do business in Florida and shall be conditioned that such contractor shall promptly make payments to all persons supplying him labor, material and supplies used directly or indirectly by said contractor, subcontractor or subsubcontractor in the prosecution of the work provided in said contract. The owner, contractor, or surety, parties or obligees under any such bond, shall furnish a true copy at cost of reproduction theerof to any lienor demanding the same and if any such person fails or refuses to furnish such copy without justifiable cause, he shall be liable to the lienor demanding the copy for any damages caused to such lienor by such refusal or failure. Any person supplying labor, material or supplies used directly or indirectly in the prosecution of the work to any subcontractor or subsubcontracor and who has not received payment therefor, shall, within ninety days after performance of the labor or after complete delivery of materials and supplies, deliver to the contractor written notice of the performance of such labor or delivery of such materials and supplies and the nonpayment therefor, and no action or suit for such labor or for such materials and supplies may be instituted or prosecuted against the contractor unless such notice has been given. No action or suit shal be instituted or prosecuted against the contractor or against the surety on the bond required in this section after one year from the performance of the labor or completion of delivery of the materials and supplies. Any lienor shall have direct right of action on such bond against the surety and no such bond shall contain any provisions restricting the classes of persons protected thereby or the venue of any suit thereon. The surety shall not be entitled to the defense of pro tanto discharge as against any lienor because of changes or modifications in the contract to which the surety is not a party; provided that the liability of the surety shall not be increased beyond the penal sum of the bond. Except claimants in privity with the contractor and except laborers, no claimant shall recover on a bond or from the contractor unless he shall have complied with the provisions of \$713.06(2).

713.24 Transfer of liens to security.—

- (1) Any lien claimed under part I of this chapter may be transferred by any person having an interest in the real property upon which the lien is imposed or the contract under which the lien is claimed, from such real property to other security by either:
- (a) Depositing in the clerk's office a sum of money, or
- (b) Filing in the clerk's office a bond executed as surety by a surety insurer licensed to do business in this state, either to be in an amount equal to the amount demanded in such claim of lien plus interest thereon at six per cent per year for three years plus one hundred dollars to apply on any court costs which may be taxed in any proceeding to enforce said lien.

Such deposit or bond shall be conditioned to pay any judgment or decree which may be rendered for the satisfaction of the lien for which such claim of lien was recorded and costs not to exceed one hundred dollars. Upon making such deposit or filing such bond the clerk shall

LIEN LAW

Continued

make and record a certificate showing the transfer of the lien from the real property to the security and mail a copy thereof by registered or certified mail to the lienor named in the claim of lien so transferred at the address stated therein. Upon filing the certificate of transfer the real property shall thereupon be released from the lien claimed and such lien shall be transferred to said security. The clerk shall be entitled to a fee for making and serving the certificate in the sum of two dollars. Any number of liens may be transferred to one such security.

- (2) Any excess of the security over the aggregate amount of any judgments or decrees rendered plus costs actually taxed shall be repaid to the party filing the same or his successor in interest. Any deposit of money shall be considered as paid into court and shall be subject to the provisions of law relative to payments of money into court and the disposition of same.
- (3) Any party having an interest in such security or the property from which the lien was transferred may at any time, and any number of times, file a complaint in chancery in the circuit court of the county where such security is deposited for an order to require additional security, reduction of security, change or substitution of sureties, payment or discharge thereof or any other matter affecting said security.
- (4) If no proceeding to enforce a transferred lien shall be commenced within the time specified in \$713.22 or if it appears that the transferred lien has been satisfied of record, the clerk shall return said security upon request of the person depositing or filing the same, or the insurer.
- 713.25 Applicability of ch. 65-456.—This act shall take effect on July 1, 1965, but shall not apply to any act required to be done within a time period which is running on that date nor shall apply to existing projects where its operation would impair vested rights.

713.26 Redemption and sale.—

- (1) The right of redemption upon all sales under part I of this chapter shall exist in favor of the person whose interest is sold and may be exercised in the same manner as is or may be provided for redemption of real property from sales under mortgages.
- (2) Sales pursuant to any decree or judgment of foreclosure may be made by the clerk of the court which enters the decree or judgment in the same manner as prescribed for mortgage foreclosures in \$702.02(2)-(5). This procedure shall be an alternative to any other method in existence prior to the adoption of part I of this chapter.
- 713.27 Interplead.—An owner or other person holding funds for disbursement on an improvement shall have the right to interplead such lienor and any other person having or claiming to have an interest in the real property improved or a contract relating to the improvement thereof, whenever there is a dispute between lienors as to the amounts due or to become due them. If the court decrees the interplead, it may transfer all claims to the funds held by the plaintiff. In such case the court shall require said fund to be deposited in registry of court, and effective upon such deposit, shall decree the real property to be free of all liens and claims of lien of the parties to the suit.
- 713.28 Judgments in case of failure to establish liens; personal and deficiency judgments or decrees.—

- (1) If a lienor shall fail, for any reason, to establish a lien to the full amount found to be due him in an action to enforce the same under the provisions of part I of this chapter, he may, in addition to the lien decreed in his favor, recover a judgment or decree in such action against any party liable therefor for such sums in excess of the lien as are due him or which he might recover in an action on a contract against any party to the action from whom such sums are due him.
- (2) In any action heretofore or hereafter brought a court may, either before or after the final adjudication, award a summary money judgment or decree in favor of any party. This shall not preclude the rendition of other judgments or decrees in the action.
- (3) If, upon the sale of the real property under any judgment or decree there is a deficiency of proceeds to pay the amount of such judgment or decree, the judgment or decree may be enforced for the deficiency against any person liable therefor in the same manner and under the same conditions as deficiency decrees in mortgage foreclosures. Any payment made on account of any judgment or decree in favor of a party shall be credited on any other judgment or decree rendered in favor of that party in the same action.
- 713.29 Attorney's fees.—In any action brought to enforce a lien under part I of this chapter, the prevailing party shall be entitled to recover a reasonable fee for the services of his attorney, to be determined by the court, which shall be taxed as part of his costs.
- 713.30 Other actions not barred.—Part I of this chapter shall be cumulative to other existing remedies and nothing contained in part I of this chapter shall be construed to prevent any lienor or assignee under any contract from maintaining an action thereon at law in like manner as if he had no lien for the security of his debt, and the bringing of such action shall not prejudice his rights under part I of this chapter, except as herein otherwise expressly provided.

713.31 Remedies in case of fraud or collusion.—

- (1) When the owner or any lienor shall, by fraud or collusion, deprive or attempt to deprive any lienor of benefits or rights to which such lienor is entitled under part I of this chapter by establishing or manipulating the contract price or by giving false affidavits, releases, invoices, worthless checks, statements or written instruments permitted or required under part I of this chapter relating to the improvement of real property hereunder to the detriment of any such lienor, the circuit court in chancery shall have jurisdiction, upon a complaint filed by such lienor, to issue temporary and permanent injunctions, order accountings, grant discovery, utilize all remedies available under creditors' bills and proceedings supplementary to execution, marshal assets and exercise any other appropriate legal or equitable remedies or procedures without regard to the adequacy of a remedy at law or whether or not irreparable damage has or will be done.
- (2) (a) Any lien asserted under part I of this chapter in which the lienor has willfully exaggerated the amount for which such lien is claimed or in which the lienor has willfully included a claim for the work not performed upon or materials not furnished for the property upon which he seeks to impress such lien or in which the lienor has compiled his claim with such willful and gross negli-

gence as to amount to a willful exaggeration, shall be deemed a fraudalent lien.

- (b) It shall be a complete defense to any action to enforce a lien under part I of this chapter, or against any lien in any action in which the validity of the lien is an issue, that the lien is a fraudulent lien and the court so finding is empowered to and shall declare the lien unforceable and the lienor shall thereupon forfeit his right to any lien on the property upon which he sought to impress such fraudulent lien.
- (c) An owner against whose interest a fraudulent lien is filed shall have the right of action for his actual damages occasioned thereby and for punitive damages. Such action may be instituted independently of another action, or in connection with a summons to show cause under §713.21, or as a counterclaim or crossclaim to any action to enforce or to determine the validity of such lien. The lienor who files a fraudulent lien shall be liable to the owner in damages which shall include court costs, clerk's fees, and a reasonable attorney's fee for services in securing the discharge of the lien, the amount of any premium for a bond given to obtain the discharge of the lien or interest on any money deposited for the purpose discharging the lien, and punitive damages in an amount not exceeding the difference between the amount claimed by the lienor to be due or to become due and the amount actually due or to become due.
- 713.32 Insurance proceeds liable for demands.—The proceeds of any insurance which by the terms of the policy contract are payable to the owner of real property improved or a contractor or subcontractor and actually received or to be received by him because of the damage, destruction or removal by fire or other casualty of an improvement on which lienors have furnished labor or services or materials shall, after the owner, contractor or subcontractor, as the case may be, has been reimbursed therefrom for any premiums paid by him, be liable to liens or demands for payment provided by part I of this chapter to the same extent and in the same manner, order of priority and conditions as the real property or payments under a direct contract would have been had such improvement not been so damaegd, destroyed or removed. The insurer may pay the proceeds of any such policy of insurance to the insured named in such policy and thereupon any liability of the insurer under part I of this chapter shall cease. Such named insured who receives any proceeds of such policy shall be deemed a trustee of such proceeds and such proceeds shall be deemed trust funds for the purposes designated by this section for a period of one year from the date of receipt of such proceeds. This section shall not apply to that portion of the proceeds of any policy of insurance payable to a person, including a mortgagee, who holds a lien perfected prior to the recording of the notice of commencement or recommencement.
- 713.33 Disbursing agent and others may rely on owner's notices.—When the proceeds of a construction or improvement loan or any portion thereof are being disbursed by a person other than the owner, any affidavit, notice or other instrument which is permitted or required under part I of this chapter to be furnished to the owner may be relied upon by such other person in making such disbursements to the same extent as the owner is entitled to rely upon the same.
- 713.34 Misapplication of funds shall constitute embezzlement.—

- (1) For the purpose of this section the net proceeds of a loan shall be deemed to be the amount remaining after deducting from the principal amount of the loan:
- (a) Fees and charges legally incident to the procuring of the loan:
- (b) The amount required to satisfy prior encumbrances against the real property which is security for such loan and the fees and charges legally incident thereto, if such encumbrances are paid or to be paid with the consent of the lender, from the proceeds of the loan; and
- (c) The amount of fees and charges for professional services for which liens are not provided by part I of this chapter and which are bona fide rendered in connection with the improving of the real property.
- (2) Any person, firm, corporation or agent, officer or employee thereof who procures a loan secured by mortgage or other encumbrance on real property, representing that the net proceeds thereof are to be used for the purpose of improving such real property and who, with intent to defraud, shall use the net proceeds, as defined in subsection (1) of this section, or any part thereof for any other purpose than to pay for labor or services performed on, or material furnished for, this specific improvement, while any amount for which he may be or become liable for such labor, services, or materials remains unpaid or while any amount of which he has received notice of nonpayment prescribed by part I of this chapter remains unpaid, shall be guilty of embezzlement and shall be prosecuted and, upon conviction, punished in accordance with the provisions of the laws of this state; provided, however, that failure to pay for such labor, services or materials furnished for this specific improvement after receipt of such loan shall constitute prima facie evidence of intent to defraud.
- (3) Any person, firm, corporation or agent, officer or employee thereof who, with intent to defraud, shall use the proceeds of any payment made to him on account of improving certain real property, for any other purpose than to pay for labor or services performed on or materials furnished for this specific improvement, while any amount for which he may be or become liable for such labor, services, or materials remains unpaid shall be guilty of embezzlement and shall be prosecuted and, upon conviction, punished in accordance with the provisions of the laws of this state; provided, however, that failure to pay for such labor, services or materials furnished for this specific improvement after receipt of such proceeds shall constitute prima facie evidence of intent to defraud.
- (4) The provisions of subsection (2) and (3) shall not apply to mortgage bankers or their agents, servants or employees, for their acts in the usual course of the business of lending or disbursing mortgage funds.
- 713.35 Making or furnishing false statement shall constitute perjury.—Any person, firm or corporation who shall willfully make or furnish to another person, firm or corporation, an affidavit containing a false statement in connection with the improvement of real property in this state, knowing that the one to whom it was furnished may rely on it, and the one to whom it was furnished shall part with anything of value relying on the truth of such statement as an inducement to do so, shall be guilty of perjury and shall be prosecuted and, upon conviction, punished in accordance with the provisions of the laws of this state.

a mutually satisfying relationship"

month.

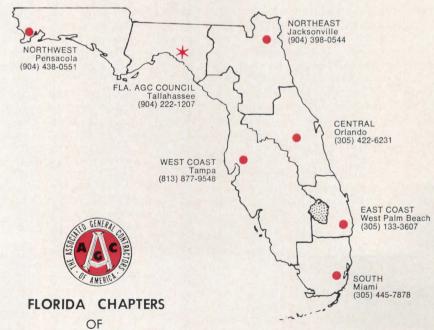
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Royal Castle advertises that they never close — and they never have — thanks to two Caterpillar diesel engines supplying standby electric power.

For seven years, the Royal Castle commissary that supplies 135 of the chain's 154 retail outlets has depended on their Cat electric sets for standby electric power for their bakery, meat department, freezers, lights and electricity for their retail store next door. Also, auxiliary power is supplied during peak periods — between 5 and 9 p.m. — from

December to March resulting in a lower industrial electric rate and a savings for Royal Castle.

It's the job of two Cat engines to keep the commissary open, so that the Royal Castles never close.

How about your needs? If you are in the market for good, reliable prime power or standby power, then contact your Florida Caterpillar dealer. He's as dependable as the equipment he sells. He can assist you in engineering Caterpillar capabilities to fit your needs.

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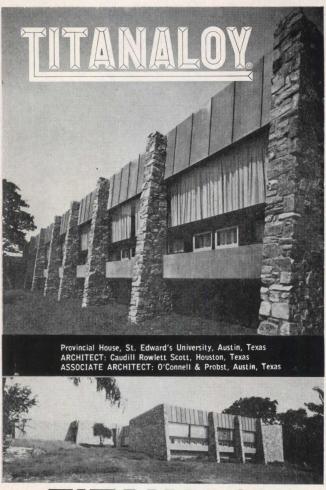
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Don't Let a Disability Close Your Office

Gerald Katz, Vice President Michael Winston & Associates, Inc. The cost of maintaining an architect's office today is rising. Increased rents, higher employee salaries, insurance premiums, new publications, are widening the gap between your gross and net incomes.

Office overhead expense insurance is needed for several reasons:

- (1) Disability income insurance premiums are much higher. Therefore, it would be finacially imprudent to use this type of insurance to do the same job that can be done with lower cost insurance.
- (2) The premium for office overhead expense insurance is fully deductible as a business expense. However, any monthly income paid under an office overhead expense policy is includible in your gross income. If your personal disability income insurance is used, instead of overhead expense insurance, you won't be able to deduct the premiums.
- (3) When purchasing disability income insurance, the amount of coverage is determined by your present monthly earnings and the income you need for your noncancellable family obligations. This insurance is not meant for the short term coverage to cover office overhead expense.

The primary purpose for office overhead expense insurance is to reimburse you for expenses incurred to maintain an office while you are disabled. Therefore, the office stays open and you remain in business.

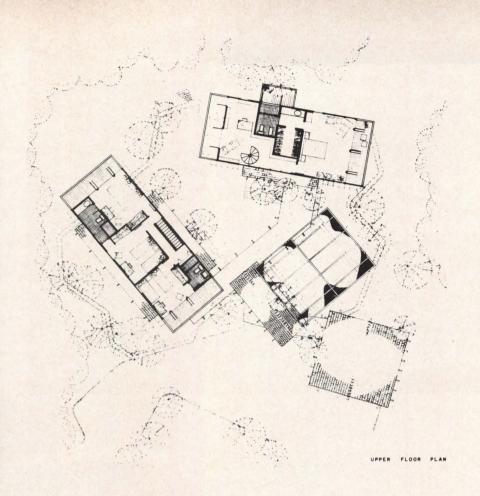
Caution should be exercised not to substitute inexpensive office ovehead insurance for higher premium disability income insurance, for it is designed only to pay for actually incurred office overhead expenses. These expenses include: rent, electricity, heat, water, laundry, telephone, employee salaries, membership fees, dues, depreciation of office equipment, and other normal and customary fixed expenses that have existed over a period of at least 6 months.

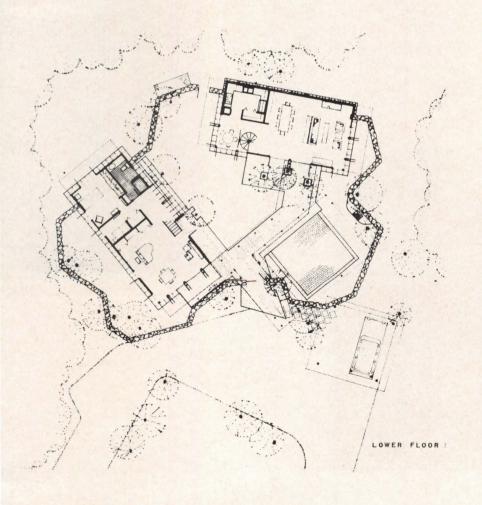
The usual office overhead expense policy runs for 12 months. The reason for this length of time is that by the end of one year, your physician will probably know how long your disability will last. If the disability continues beyond a year, you will probably have to decide whether to sell the practice or close up.

The non-cancellable individual office overhead expense policies issued today are greatly different than those of a few years ago. Here are most of the

recent improvements:

Renewability Beyond age 65 While most disability income insurance and office overhead expense poli-









AWARD OF HONOR Rudolph Residence, Continued





120 / THE FLORIDA ARCHITECT / October 1969

Florida Junior College of Jacksonville

NORTH CAMPUS

ARCHITECTS: Freedman, Clements and Rumpel, AIA

Ferendino, Grafton, Pancoast, AIA, Master Plan Consultants

ENGINEERS: Frank B. Wilder and Associates, Inc., Mechanical Engineer

Haley W. Keister, Structural Engineer

Richard P. Clarson and Associates, Civil Engineer

CONTRACTOR: Daniel Construction Company

The Jacksonville Junior College is a strong and well organized plan, recognizing both the instructional and administrative functions.

The jury felt that the design had a delicate feeling for the sequence of the third dimension of the spaces.

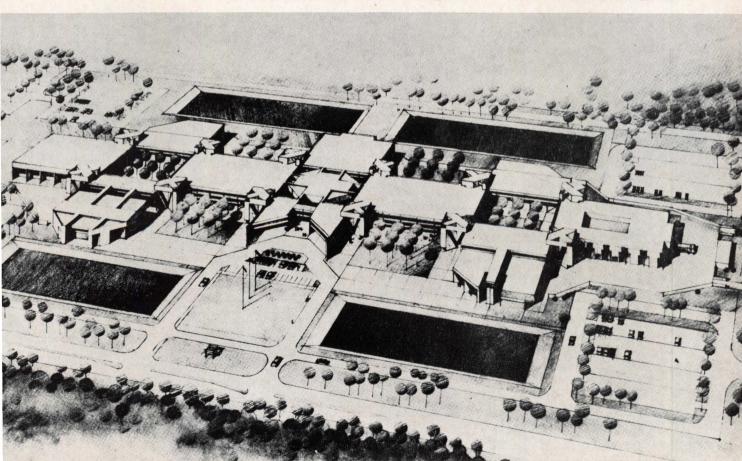
The site plan is orderly complimenting the building plan, although the flanking parking lots are far from the principal entrance.

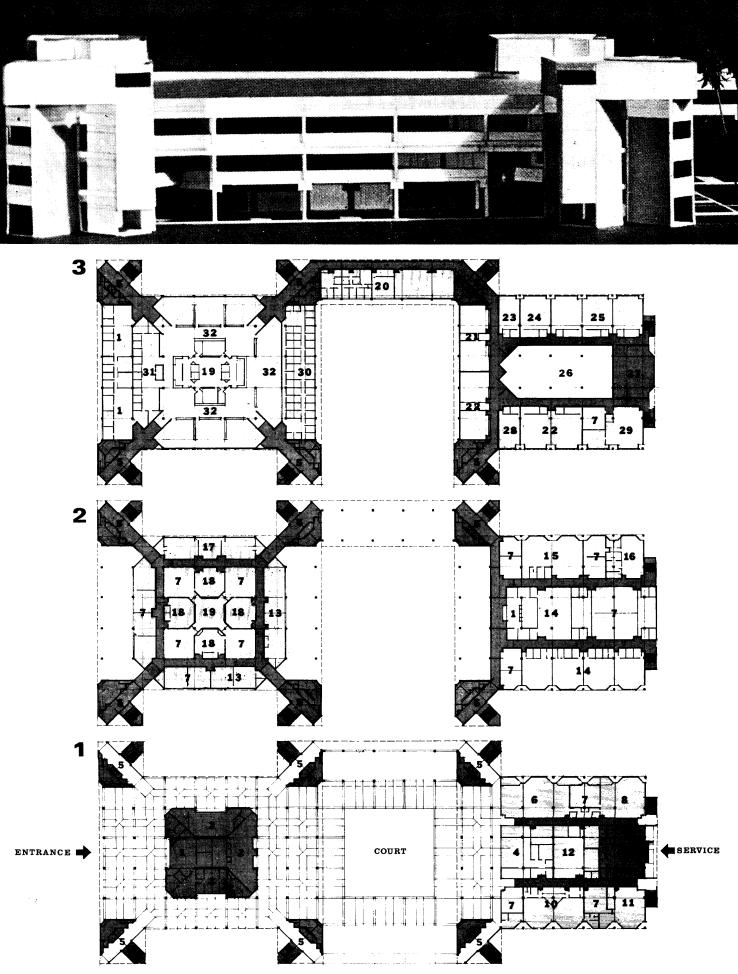
The internal circulation was varied relating well to the space it served and was pleasantly relieved by undulations at the third point in the plan.

The architects were preoccupied with form making and used a very symmetrical scheme to the apparent detriment of circulation

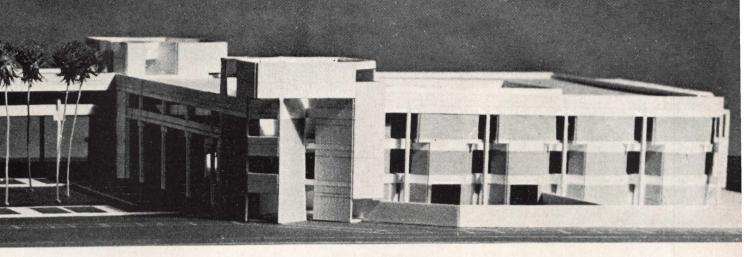
Students would enjoy the experience of studying here and appreciate the environmental concept of this design.

Award of Honor





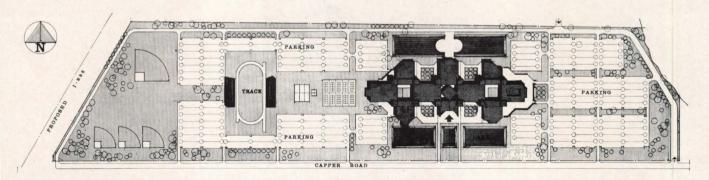
122 / THE FLORIDA ARCHITECT / October 1969



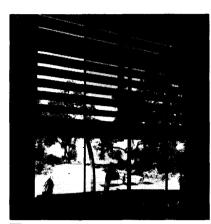
Award of Honor

Florida Junior College of Jacksonville

NORTH CAMPUS Phase One



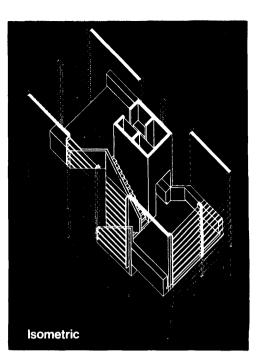
SITE PLAN

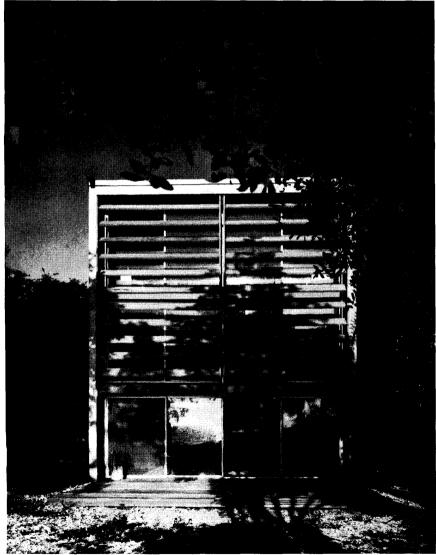


This small house on a very narrow site makes the most of the water view and recognizes the limits of the side exposures.

An economical and straightforward use of materials combine with a sophisticated direct plan to give a thoroughly logical and clean statement to the spatial concept.

The louvres seem quite logical and the plan, with the multiple levels for dining, living, and sleeping, is impressive.



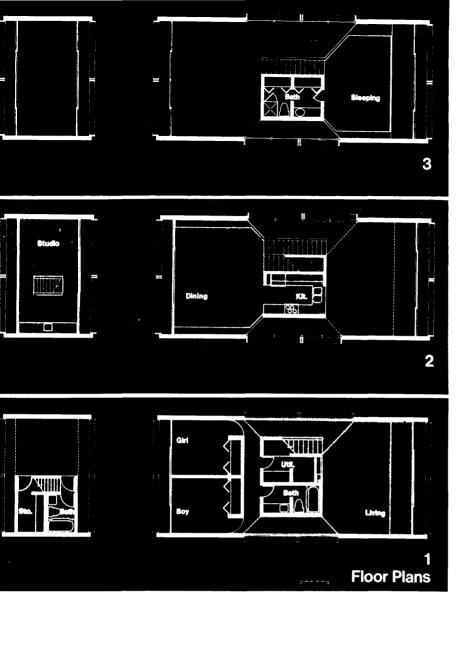


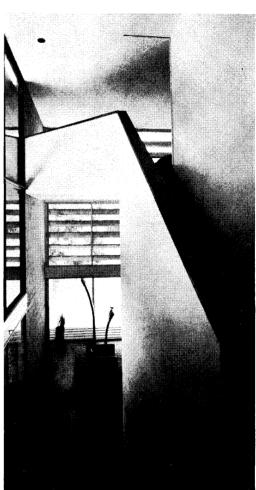
ARCHITECT:
D. E. Holmes, AIA

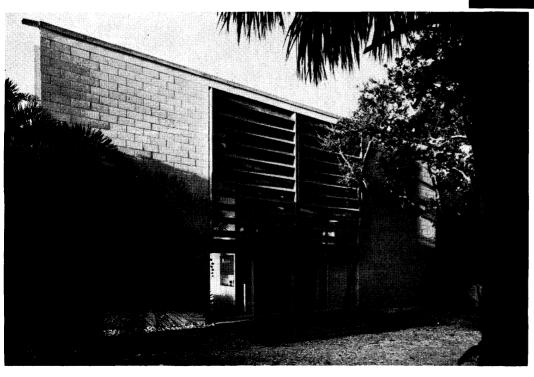
CONTRACTOR:
Ramon-Jimenez, Inc.

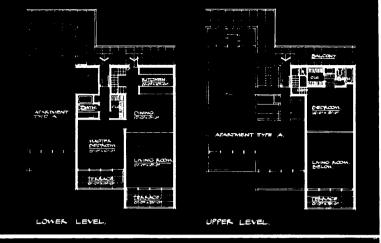
Award of Merit

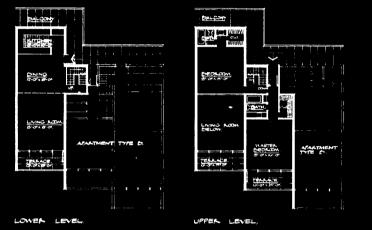
D. E. Holmes Residence TAMPA, FLORIDA

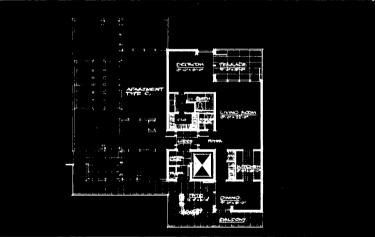


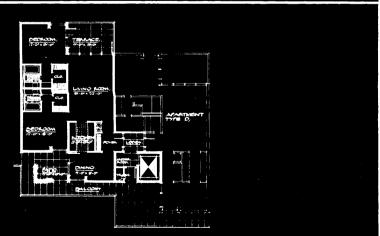












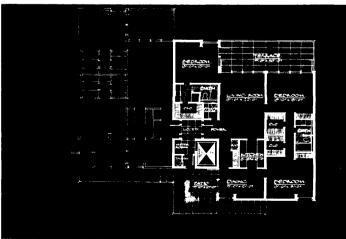
Award of Merit

The basic idea of composing two dissimilar buildings around a boat basin with their profiles cascading downwards towards the center of activity is an interesting and promising notion and yields an exciting overall composition.

The jury felt, however, to capture this potential much attention must be paid to the elimination of solid barriers. On the marina end of the slabs, a more determined relation of the sloping profile to the basin is needed and possible simplification of the competitive sawtooth face of the slabs.

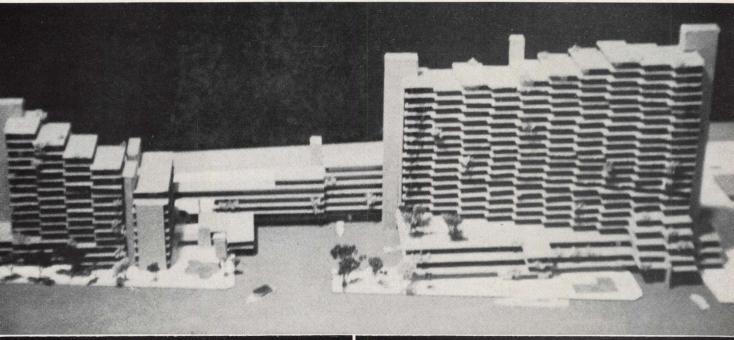
ARCHITECTS:

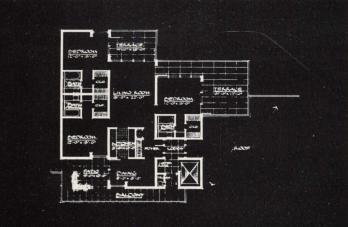
Abraben Bennett John, AIA, Associates

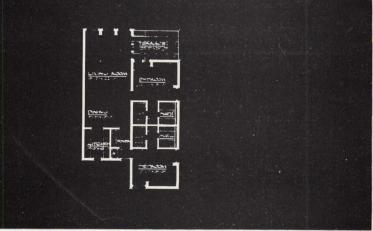


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Sands Harbor Inn Condominium
POMPANO BEACH, FLORIDA







Honorable Mention



William Johnson Residence

JUNO BEACH, FLORIDA

The plan and spatial expression are quite well conceived. The architect has employed a basic, orderly sequence plan with the upper level balconies adding dimension to the bedrooms. The design is fine in concept but loses a little in developed form because of the continued roof form.

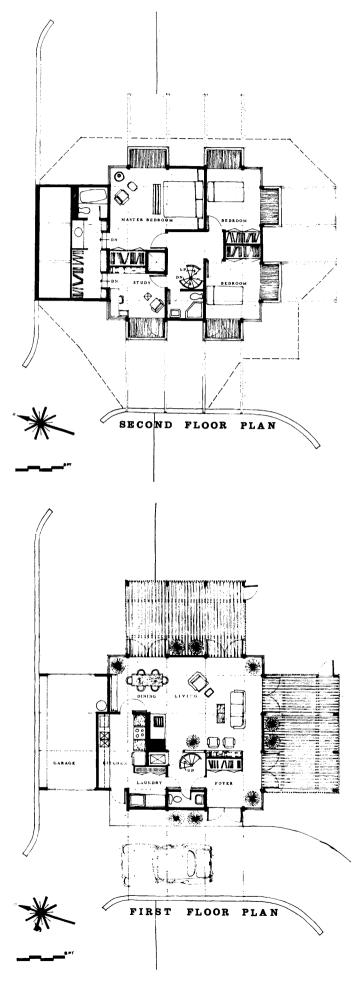
The use of wood in this overall design (shutters, beams, siding, flooring, etc.) gives a unity to the building.

The plan works well and has a generous entrance. The jury felt this would be a pleasant liveable house.

ARCHITECT:

Robert Bradford Browne, AIA

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